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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS **AND** **SPECIAL PROVISIONS**

FOR CONSTRUCTION ON STATE HIGHWAY IN
ALAMEDA COUNTY IN OAKLAND FROM 1.4 km TO 0.5 km WEST OF TOLL PLAZA

DISTRICT 04, ROUTE 80

**For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 1999, and Labor
Surcharge and Equipment Rental Rates.**

CONTRACT NO. 04-012054

04-Ala-80-1.8/2.7

Federal Aid Project

***ACBRIM-080-1(085)N**

Bids Open: December 12, 2001

Dated: November 13, 2001

IMPORTANT SPECIAL NOTICES

- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

- **Payment Bonds**
Attention is directed to Section 5 of the Special Provisions, regarding contract bonds. The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.
- Federal minimum wage rates for this project are no longer included in the "Proposal and Contract" book. They will be available through the California Department of Transportation's Electronic Project Document Distribution Internet Web Site at <http://hqidoc1.dot.ca.gov/>. See Notice to Contractors.

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STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
A62A	Excavation and Backfill - Miscellaneous Details
A62F	Excavation and Backfill - Metal and Plastic Culverts
A73A	Object Markers
A73B	Markers
RSP A73C	Delineators, Channelizers and Barricades
RSP A77G	Metal Beam Guard Railing – End Treatment, Terminal Anchor Assembly (Type SFT)
A77H	Metal Beam Guard Railing - Anchor Cable and Anchor Plate Details
RSP A77M	Metal Beam Guard Railing and Single Faced Barrier Railing Terminal System - End Treatment
A78A	Thrie Beam Barrier – Typical Wood Post With Wood Block
A78C	Thrie Beam Barrier – Posts, Blocks and Standard Hardware Details
A78E	Single Thrie Beam Barrier - End Treatments
A85	Chain Link Fence
D88	Construction Loads On Culverts
D94A	Metal and Plastic Flared End Sections
RSP T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T10	Traffic Control System for Lane Closure On Freeways and Expressways
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
ES-1A	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-13A	Signal, Lighting and Electrical Systems - Splicing Details

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 04-012054

04-Ala-80-1.8/2.7

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION
ON STATE HIGHWAY IN ALAMEDA COUNTY IN OAKLAND FROM 1.4 km TO 0.5 km
WEST OF TOLL PLAZA**

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on December 12, 2001, at which time they will be publicly opened and read in Room 0100 at the same address.

Proposal forms for this work are included in a separate book entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR
CONSTRUCTION ON STATE HIGHWAY IN ALAMEDA COUNTY IN OAKLAND FROM 1.4 km
TO 0.5 km WEST OF TOLL PLAZA**

General work description: Construct embankment with drainage wicks, vertical drains and rock slope protection.

This project has a goal of 14 percent disadvantaged business enterprise (DBE) participation.

No prebid meeting is scheduled for this project.

Bidder inquiries are to be submitted as follows:

For all inquiries: Toll Bridge Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, California 94612, fax number; (510) 286-4563, email address; duty_senior_tollbridge_district04@dot.ca.gov, telephone number; (510) 286-5549.

Bidders will be requested to submit their inquiries in writing to the Oakland address, accompanied by an electronic copy where feasible, in order to avoid any misunderstandings. Written inquiries shall include the bidder's name, address and phone number. Written inquiries will be investigated and an addendum to the contract will be issued to the extent feasible and at the discretion of the Department. A copy of the responses to the bidder's inquiries and each addendum will be posted on the Internet at "<http://www.dot.ca.gov/hq/esc/tollbridge/index.html>".

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE
TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE
TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or one of the following Class C licenses: C-12.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated. Standard Specifications and Standard Plans are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are not available.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' internet web site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available through the California Department of Transportation's Electronic Project Document Distribution Site on the internet at <http://hqidoc1.dot.ca.gov/>. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

If there is a difference between the minimum wage rates predetermined by the United States Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated November 13, 2001

RRF

COPY OF ENGINEER'S ESTIMATE
(NOT TO BE USED FOR BIDDING PURPOSES)
04-012054

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	022833	ELECTRONIC MOBILE DAILY DIARY SYSTEM DATA DELIVERY	LS	LUMP SUM
2	070010	PROGRESS SCHEDULE (CRITICAL PATH)	LS	LUMP SUM
3	070018	TIME-RELATED OVERHEAD	WDAY	180
4	022834	TEMPORARY FENCE (TYPE ESA)	M	100
5	022835	TEMPORARY FLEXIBLE CULVERT	EA	8
6	022836	PREPARE TURBIDITY CONTROL PLAN	LS	LUMP SUM
7	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
8	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
9	022837	TEMPORARY CONCRETE WASHOUT FACILITY	EA	1
10	022838	TURBIDITY CONTROL	LS	LUMP SUM
11	022839	TEMPORARY ENTRANCE/EXIT	EA	2
12	074023	TEMPORARY EROSION CONTROL	M2	8000
13	022840	MOVE IN / MOVE OUT (TEMPORARY EROSION CONTROL)	EA	2
14	022841	TEMPORARY GEOTEXTILE TUBE	M	605
15	074029	TEMPORARY SILT FENCE	M	1100
16	022842	TEMPORARY COVER	M2	1200
17	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
18	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
19	120165	CHANNELIZER (SURFACE MOUNTED)	EA	7
20	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	1

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21	129000	TEMPORARY RAILING (TYPE K)	M	147
22	129100	TEMPORARY CRASH CUSHION MODULE	EA	14
23	150608	REMOVE CHAIN LINK FENCE	M	70
24	150662	REMOVE METAL BEAM GUARD RAILING	M	65
25	151540	RECONSTRUCT CHAIN LINK FENCE	M	325
26	152387	RELOCATE ROADSIDE SIGN-TWO POST	EA	1
27	160101	CLEARING AND GRUBBING	LS	LUMP SUM
28	190101	ROADWAY EXCAVATION	M3	21 400
29	022843	ROADWAY EXCAVATION (HAZARDOUS)	M3	5750
30	194001	DITCH EXCAVATION	M3	200
31	198001	IMPORTED BORROW	M3	53 500
32	022844	EROSION CONTROL (NETTING)	M2	5170
33 (S)	203003	STRAW (EROSION CONTROL)	TONN	6
34	203014	FIBER (EROSION CONTROL)	KG	850
35	022845	PURE LIVE SEED (EROSION CONTROL)	KG	200
36 (S)	203021	FIBER ROLLS	M	1400
37	203024	COMPOST (EROSION CONTROL)	KG	2600
38	022846	MOVE IN OR MOVE OUT (EROSION CONTROL) (TYPE D)	EA	2
39	203056	COMMERCIAL FERTILIZER (EROSION CONTROL)	KG	800
40	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	170

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41	022847	FINISHING SLOPE	LS	LUMP SUM
42	022848	STABILIZED CONSTRUCTION ROADWAY	M3	800
43	260301	CLASS 3 AGGREGATE BASE	M3	60
44	390102	ASPHALT CONCRETE (TYPE A)	TONN	70
45	566012	ROADSIDE SIGN - TWO POST	EA	3
46	641134	450 MM PLASTIC PIPE	M	150
47	641136	600 MM PLASTIC PIPE	M	15
48	022849	100 MM DRAINAGE WICK	M	74 900
49	022850	100 MM VERTICAL DRAIN	M	69 500
50	682049	CLASS 3 PERMEABLE MATERIAL (BLANKET)	M3	9700
51	022851	450 MM PLASTIC FLARED END SECTION	EA	5
52	721022	ROCK SLOPE PROTECTION (1T, METHOD B)	M3	16 600
53	022852	GEOTEXTILE REINFORCEMENT FABRIC	M2	12 200
54	022853	GEOTEXTILE FILTER FABRIC	LS	LUMP SUM
55	022854	TEMPORARY SINGLE THRIE BEAM BARRIER (WOOD POST)	M	390
56	022855	TEMPORARY TERMINAL SYSTEM (TYPE ET)	EA	1
57	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	1
58 (S)	022856	ELECTRICAL FACILITIES (MODIFY)	LS	LUMP SUM
59 (S)	022857	CALL BOX SYSTEM	LS	LUMP SUM
60	999990	MOBILIZATION	LS	LUMP SUM

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 04-012054

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Division Of Construction - Duty Senior, Mail Station: 3 - B, 111 Grand Avenue / P. O. Box 23660, Oakland, CA 94623-0660, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
 - 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

G. Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.
- J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 14 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:	Districts 08, 11 and 12:
Triaxial Management Services, Inc. - Oakland 1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792	Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108
Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:	Districts 01, 02, 03 and 09:
Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128	Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173

2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written

confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

2-1.03 ESCROW OF BID DOCUMENTATION

Bid documentation shall consist of all documentary and calculated information generated by the Contractor in preparation of the bid. The bid documentation shall conform to the requirements in these special provisions, and shall be submitted to the Department and held in escrow for the duration of the contract.

The escrowed bid documents will be the only documents accepted from the Contractor regarding preparation of the bid.

In signing the proposal, the bidder certifies that the material submitted for escrow constitutes all the documentary information used in preparation of the bid and that he has personally examined the contents of the container and that they are complete.

Nothing in the bid documentation shall be construed to change or modify the terms or conditions of the contract.

Escrowed bid documentation will not be used for pre-award evaluation of the Contractor's anticipated methods of construction, nor to assess the Contractor's qualifications for performing the work.

Bid documentation shall clearly itemize the Contractor's estimated costs of performing the work. The documentation submitted shall be complete and so detailed as to allow for an in-depth analysis of the Contractor's estimate.

The bid documentation shall include, but not be limited to: quantity takeoffs; rate schedules for the direct costs and the time- and nontime-related indirect costs for labor (by craft), plant and equipment ownership and operation, permanent and expendable materials, insurance and subcontracted work; estimated construction schedules, including sequence and duration and development of production rates; quotations from subcontractors and suppliers; estimates of field and home office overhead; contingency and margin for each contract item of work; names of the persons responsible for preparing the bidder's estimate, and other reports, calculations, assumptions and information used by the bidder to arrive at the estimate submitted with the proposal.

The Contractor shall also submit bid documentation for each subcontractor and supplier whose total subcontract exceeds \$250,000. Subcontractor or supplier bid documentation shall be enclosed with the Contractor's submittal. The examination of subcontractors' and suppliers' bid documentation will be accomplished in the same manner as for the Contractor's bid documentation. If a subcontractor or supplier is replaced, bid documentation for the new subcontractor or supplier shall be submitted for review and escrow before authorization for the substitution will be granted. Upon request of a subcontractor or supplier, the bid documentation from that subcontractor or supplier shall be reviewed only by the subcontractor or supplier and the Department.

If the bidder is a joint venture, the bid documentation shall include the joint venture agreement, the joint venture estimate comparison and final reconciliation of the joint venture estimate.

Copies of the proposals submitted by the first, second and third low bidders will be provided to the respective bidders for inclusion in the bid documentation to be escrowed.

The first, second, and third apparent low bidders shall present the bid documentation for escrow at the District 04 Office, 111 Grand Avenue, Room 12-820, Oakland, California, on the first Monday, at 1:00 p.m., following the time indicated in the "Notice to Contractors" for the opening of bids.

Bid documentation shall be submitted in a sealed container, clearly marked with the bidder's name, date of submittal, project contract number and the words, "Bid Documentation for Escrow."

Failure to submit the actual and complete bid documentation as specified herein within the time specified shall be cause for rejection of the proposal.

Upon submittal, the bid documentation of the apparent low bidder will be examined and inventoried by the duly designated representatives of the Contractor and the Department to ensure that the bid documentation is authentic, legible, and in accordance with the terms of this section "Escrow of Bid Documentation." The examination will not include review of, nor will it constitute approval of, proposed construction methods, estimating assumptions or interpretation of the contract. The examination will not alter any conditions or terms of the contract. The acceptance or rejection by the Department that the submitted bid documents are in compliance with this section "Escrow of Bid Documentation" shall be completed within 48 hours of the time the bid documentation is submitted by the Contractor.

At the completion of the examination, the bid documents will be sealed and jointly deposited at an agreed commercial bank.

Bid documentation submitted by the second and third apparent low bidders will be jointly deposited at agreed commercial banks. If the apparent low bid is withdrawn or rejected, the bid documentation of the second low bidder will be examined and inventoried in the manner specified above, then sealed and deposited again in escrow. If the second low bid is withdrawn or rejected, the bid documentation of the third low bidder will be examined and inventoried in the manner specified above, then sealed and deposited again in escrow. Upon execution and final approval of the contract or rejection of all bids, the bid documentation will be returned to any remaining unsuccessful bidders.

Any and all components of the escrowed bid documentation may be examined by the designated representatives of both the Department and the Contractor, at any time deemed necessary by either the Department or the Contractor to assist in the negotiation of price adjustments and change orders, or to assist in the potential resolution or in the settlement of claims or disputes. Such a joint review shall be performed within 15 days of receipt of a written request to do so by either party. If the Contractor refuses to participate in the joint examination of any and all components of the escrowed bid documentation as provided herein, such refusal shall be considered as a failure by the Contractor to exhaust administrative claim remedies with respect to the particular protest, notice of potential claim, or claim. In addition, this refusal by the Contractor shall constitute a bar to future arbitration with respect to the protest, potential claim or claim as provided by Section 10240.2 of the California Public Contract Code.

If requested by a Disputes Review Board, the escrowed bid documentation may be utilized to assist the Board in its recommendations.

The bid documentation submitted by the Contractor will be held in escrow until the contract has been completed, the ultimate resolution of all disputes and claims has been achieved and receipt of final payment has been accepted by the Contractor. The escrowed bid documentation will then be released from escrow to the Contractor.

The bid documentation submitted by the bidder is, and shall remain, the property of the bidder, and is subject to only joint review by the Department and the bidder. The Department stipulates and expressly acknowledges that the submitted bid documentation constitutes trade secrets and will not be deemed public records. This acknowledgment is based on the Department's express understanding that the information contained in the bid documentation is not known outside the bidder's business, is known only to a limited extent and only by a limited number of employees of the bidder, is safeguarded while in the bidder's possession, is extremely valuable to the bidder and could be extremely valuable to the bidder's competitors by virtue of it reflecting the bidder's contemplated techniques of construction. The Department acknowledges that the bid documentation includes a compilation of information used in the bidder's business, intended to give the bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. The Department agrees to safeguard the bid documentation, and all information contained therein, against disclosure, including disclosure of subcontractor bid documentation to the Contractor and other subcontractors to the fullest extent permitted by law. However, in the event of arbitration or litigation, the bid documentation shall be subject to discovery, and the Department assumes no responsibility for safeguarding the bid documentation unless the Contractor has obtained an appropriate protective order issued by the arbitrator or the court.

Full compensation for preparing the bid documentation, presenting it for escrow and reviewing it for escrow and upon request of the Engineer shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

The direct cost of depositing the bid documentation in escrow at the agreed commercial bank will be paid by the State.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The work shall be diligently prosecuted to completion before the expiration of **180 WORKING DAYS** beginning at 12:01 a.m. the day after the day of contract award.

The Contractor shall pay to the State of California the sum of **\$1600 per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

The 72 hour advanced notice before beginning work as referred to in said Section 8-1.03 of the Standard Specifications is changed to 24 hours advanced notice for this project.

Delays due to actions required by the Engineer performing normal inspection, testing and review duties shall be considered as included in the number of working days bid for completion of the contract and no extensions of time will be allowed for such actions in determining liquidated damages.

No incentive payments will be paid nor will disincentive deductions be charged on this project.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 WORKING DRAWINGS

Working drawings shall conform to the requirements in Section 5-1.02 "Plans and Working Drawings," of the Standard Specifications and these special provisions. Working drawings shall include supplements and calculations that are in addition to drawings.

Working drawings shall be submitted to the following location:

Office of the Resident Engineer, Contract 04-012054
SFOBB Toll Plaza Administration Building
Room 1261
Oakland, CA 94608

Working drawings shall conform to the following:

- A. For initial review, 6 sets of the drawings, including calculations and supplements, shall be submitted. After the Engineer has determined that a submittal is complete, 12 additional sets shall be submitted.
- B. Working drawings shall be 559 mm x 864 mm or 279 mm x 432 mm in size. Supplements and calculations shall be 216 mm x 280 mm (8.5 inches x 11 inches) in size.
- C. Text size shall be nominally 2.8 mm high, minimum. For supplement and calculations, font size shall be 12, minimum.
- D. Each drawing sheet, including calculations and supplements, shall include the jobsite name of the structure as shown on the contract plans, District-County-Route-Kilometer Post, bridge number and contract number.
- E. Text and details shall be legible and suitable for photocopying and reduction.
- F. In addition to the paper copies of the drawings, electronic files of working drawings shall be submitted. Electronic files shall be Microstation Version 95 or later design file format and shall be submitted on compact disk media.

- G. Microfilms are required for approved shop drawings and shall be only a 24x reduction. The edge of the corrected original tracing image shall be clearly visible and visually parallel with the edges of the page. A clear, legible symbol shall be provided on the upper left side of each page to show the amount of reduction, and a horizontal and vertical scale shall be provided on each reduced print to facilitate enlargement to original scale.
- H. An Index, prepared specifically for the working drawings for each portion of the work which requires working drawings, containing sheet numbers and titles shall be included in the compact disk media. Electronic files for working drawings shall be arranged in the order of drawing numbers shown in the index.
- I. At the completion of the contract, one compiled set of all approved working drawings (in electronic form and including any corrections and revisions) shall be furnished to the Engineer.

Working drawings shall be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California.

Working drawings shall be submitted sufficiently in advance of the start of the affected work to allow time for review by the Engineer and correction by the Contractor of the drawings without delaying the work. The time shall be proportional to the complexity of the work, but in no case shall the time be less than the review time as specified for the type of working drawings as required elsewhere in these special provisions.

The Engineer will review a working drawing submittal for completeness. The Engineer will notify the Contractor in writing when a given working drawing submittal is determined to be complete, and the review period shall begin on that day.

Should the Engineer fail to review the complete working drawing submittal within the time specified, and the Contractor's controlling operation on the critical path is delayed (as determined by the Engineer) by the Engineer's failure to review within the time specified, an extension of time will be granted in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.011 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The second paragraph of Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications is amended to read:

- Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Attention is directed to "Differing Site Conditions" of these special provisions regarding physical conditions at the site which may differ from those indicated in "Materials Information," log of test borings or other geotechnical information obtained by the Department's investigation of site conditions.

5-1.012 DIFFERING SITE CONDITIONS

Attention is directed to Section 5-1.116, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.015 LABORATORY

When a reference is made in the specifications to the "Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

5-1.017 CONTRACT BONDS

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these special provisions.

The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

5-1.018 EXCAVATION SAFETY PLANS

Section 5-1.02A, "Trench Excavation Safety Plans," of the Standard Specifications is amended to read:

5-1.02A Excavation Safety Plans

- The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations. For all excavations 1.5 m or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design and details of the protective systems to be provided for worker protection from the hazard of caving ground during excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detailed plan has been reviewed and approved by the Engineer.
- Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.
- Attention is directed to Section 7-1.01E, "Trench Safety."

The third paragraph of Section 19-1.02, "Preservation of Property," of the Standard Specifications is amended to read:

- In addition to the provisions in Sections 5-1.02, "Plans and Working Drawings," and 5-1.02A, "Excavation Safety Plans," detailed plans of the protective systems for excavations on or affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities, property, and traffic. These plans shall be submitted at least 9 weeks before the Contractor intends to begin excavation requiring the protective systems. Approval by the Engineer of the detailed plans for the protective systems will be contingent upon the plans being satisfactory to the railroad company involved.

5-1.019 COST REDUCTION INCENTIVE

Cost Reduction Incentive Proposals (CRIP) shall conform to the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications and these special provisions.

The Contractor shall submit the preliminary concept of proposed CRIP in writing to the Engineer for approval prior to proceeding with the complete CRIP. After submitting the preliminary concept of proposed CRIP, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept and to determine whether the cost reduction proposal will be considered by the Department. Items of discussion will include permit issues, impact on other projects, impact on the project schedule, traffic considerations, safety and health issues, design criteria, and review times required by the Department and other agencies. Determination by the Engineer that a cost reduction proposal will not be considered further will be deemed rejection of the proposal. The Contractor shall allow 2 weeks after the meeting for the Engineer to review the conceptual submittal. Approval of a conceptual submittal in no way constitutes approval nor guarantees future approval of the Contractor's CRIP.

The Contractor shall reimburse the Department's costs for investigating the cost reduction proposal including the conceptual CRIP submittals regardless whether the proposal is approved or rejected. The Contractor shall indicate acceptance thereof in writing, and that acceptance shall constitute full authority for the Department to deduct amounts payable to the Department from any moneys due or that may become due to the Contractor under the contract.

5-1.02 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

5-1.03 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

5-1.031 FINAL PAYMENT AND CLAIMS

Attention is directed to Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications.

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the District that administers the contract will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail within 135 days of acceptance of the contract. The claim position letter will delineate the District's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the District not later than 15 days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the District claim position letter, the board of review designated by the District Director to review claims that remain in dispute will meet with the Contractor within 45 days after receipt by the District of the notification of disagreement. Attendance by the Contractor at the board of review meeting shall be mandatory.

If the District fails to submit a claim position letter to the Contractor within 135 days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the board of review designated by the District Director to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the board of review will meet with

the Contractor within 45 days after the District receives the request for the meeting. Attendance by the Contractor at the District Director's board of review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the District claim position letter, or to attend the District Director's board of review meeting shall constitute a failure to pursue diligently and exhaust the administrative procedures in the contract and shall be a bar to arbitration in conformance with the requirements in Section 10240.2 of the California Public Contract Code.

5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 2. Excavations less than 0.3-m deep.
 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.05 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.07 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

5-1.075 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.08 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

5-1.083 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.

- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

5-1.11 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship is to maintain a cooperative communication and to mutually resolve conflicts at the lowest responsible management level.

The Contractor may request the formation of a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering Workshop," selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties. If agreed to by the parties, additional "Partnering Workshops" will be conducted as needed throughout the life of the contract.

The costs involved in providing the "Partnering Workshop" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Partnering Workshop" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with "Partnering Workshops" will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.114 VALUE ANALYSIS

The Contractor may submit to the Engineer, in writing, a request for a "Value Analysis" workshop. The purpose for having a workshop is to identify value enhancing opportunities and to consider modifications to the plans and specifications that will reduce either the total cost, time of construction or traffic congestion, without impairing, in any manner, the essential functions or characteristics of the project including, but not limited to, service life, economy of operation, ease of maintenance, benefits to the travelling public, desired appearance, or design and safety standards.

To maximize the potential benefits of a workshop, the request should be submitted to the Engineer early in the project after approval of the contract. If the Contractor's request for a "Value Analysis" workshop is approved by the Engineer, scheduling of a workshop, selecting the facilitator and workshop site, and other administrative details shall be determined cooperatively by the Contractor and the Engineer.

The workshop shall be conducted in conformance with the methodology described in the Department's "Value Analysis Team Guide" available at the Department's web site at:

<http://www.dot.ca.gov/hq/oppd/value/>

The facilitator shall be a Certified Value Specialist (CVS) as recognized by the Society of American Value Engineers (SAVE) International, which may be contacted as follows:

SAVE International, 60 Revere Drive, Northbrook, IL 60062
Telephone 1-847-480-1730, FAX 1-847-480-9282

The Contractor may submit recommendations resulting from a "Value Analysis" workshop for approval by the Engineer as cost reduction incentive proposals in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

The costs involved in providing the "Value Analysis" facilitator and workshop site will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost in providing the "Value Analysis" facilitator and workshop site in conformance with the provisions in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost, except no markups will be allowed.

All other costs associated with the "Value Analysis" workshop will be borne separately by the party incurring the costs, such as wages and travel expenses, and no additional compensation will be allowed therefor.

5-1.12 TIDAL CONDITIONS AND ELEVATION DATUM

Attention is directed to Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Tidal conditions may present significant problems in constructing the work as depicted in the contract plans. Tidal fluctuations may be severe and different from those shown in published tidal and current data due to differences in datum, winter runoff and other causes. Strong currents exist over portions of the project site. Limited time periods of slack water may restrict diving and other underwater activities.

The Contractor is responsible for being knowledgeable of such tidal difficulties, and no payment will be made by the State for any costs incurred by the Contractor in connection with the variations in actual tidal or current conditions during the course of this contract. Any reference to Mean Higher High and Mean Lower Low tides shall be understood to be an estimate used for permit purposes, actual mean tide data shall be determined by the Contractor.

All vertical control data are based on the National Geodetic Vertical Datum NGVD of 1929.

5-1.13 AREAS FOR CONTRACTOR'S USE

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on State property may be arranged with the Engineer, subject to the prior demands of State maintenance forces and to other contract requirements. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk. The State shall not be held liable for damage to or loss of materials or equipment located within these areas.

The Contractor shall remove the equipment, materials, and rubbish from the work areas and other State-owned property which the Contractor occupies and shall leave the areas in a presentable condition, in conformance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor shall secure, at the Contractor's own expense, areas required for storage of plant, equipment, and materials, or for other purposes if sufficient area is not available to the Contractor within the contract limits.

5-1.14 UTILITIES

The Contractor shall make arrangements to obtain additional electrical power, water or compressed air or other utilities required for the Contractor's operations and shall make and maintain the necessary service connections at the Contractor's own expense.

5-1.15 SANITARY PROVISIONS

State sanitary facilities will not be available for use by the Contractor's employees.

5-1.16 BRIDGE TOLLS

Toll-free passage on the San Francisco-Oakland Bay Bridge will be granted only for cars, trucks and special construction equipment which are clearly marked on the exterior with the Contractor's identification and which are being operated by the Contractor exclusively for the project, and which are used for the purpose of transporting materials and workers directly to and from the project site.

The Contractor shall make application to the Engineer in advance for toll-free passage. The Contractor will be held accountable for the proper use of passes issued, and upon completion of the work, shall return unused passes to the Engineer.

Attention is directed to Section 23302, "Evasion of Toll," of the Vehicle Code.

5-1.17 ACCESS TO PROJECT SITE

Prospective bidders may make arrangements to visit the project site by contacting the Toll Bridge Program Duty Senior , District 04 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_tollbridge_district04@dot.ca.gov, at telephone (510) 286-5549.

5-1.18 PERMITS AND LICENSES

Attention is directed to Section 7-1.04, "Permits and Licenses," of the Standard Specifications and these special provisions.

The Department has obtained the following permits for this project. These include but are not limited to permits and licenses from the following:

- A. California Regional Water Quality Control Board
- B. U.S. Army Corps of Engineers
- C. San Francisco Bay Conservation Development Commission
- D. United States Coast Guard

Copies of these permits can be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone (916) 654-4490 or may be seen and are available for inspection at the office of the Toll Bridge Duty Senior, District 04 Office, 111 Grand Avenue, Oakland, CA 94612, email: duty_senior_tollbridge_district04@dot.ca.gov, telephone number (510) 286-5549.

Full compensation for conforming to the requirements in these permits shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.19 FORCE ACCOUNT PAYMENT

The second, third and fourth paragraphs of Section 9-1.03A, "Work Performed by Contractor," in the Standard Specifications, shall not apply.

Attention is directed to "Overhead" of these special provisions.

To the total of the direct costs for work performed on a force account basis, computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications, there will be added the following markups:

Cost	Percent Markup
Labor	28
Materials	10
Equipment Rental	10

The above markups shall be applied to all work performed on a force account basis, regardless of whether the work revises the current contract completion date.

The above markups, together with payments made for time-related overhead pursuant to "Overhead" of these special provisions, shall constitute full compensation for all overhead costs for work performed on a force account basis. These overhead costs shall be deemed to include all items of expense not specifically designated as cost or equipment rental in conformance with the provisions in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications. The total payment made as provided above and in the first paragraph of Section 9-1.03A, "Work Performed by Contractor," of the Standard Specifications shall be deemed to be the actual cost of the work performed on a force account basis, and shall constitute full compensation therefor. Full compensation for all overhead costs for work performed on a force account basis, and for which no adjustment is made to the quantity of time-related overhead pursuant to "Overhead" of these special provisions, shall be considered as included in the markups specified above, and no additional compensation will be allowed therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, an additional markup of 7 percent will be added to the total cost of that extra work including all markups specified in this section "Force Account Payment". The additional 7 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

5-1.20 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

- | | |
|----------------------------------------------------------------|----------|
| A. Clearing and Grubbing | \$40,000 |
| B. Electronic Mobile Daily Diary Computer System Data Delivery | \$ 4,500 |

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. Plastic pipe
- B. Geotextile reinforcement fabric
- C. Geotextile filter fabric
- D. Drainage wicks
- E. Vertical drains

5-1.21 SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 15 m. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.22 NON-HAZARDOUS AND HAZARDOUS MATERIAL, GENERAL

Attention is directed to "Earthwork" of these special provisions regarding the removal and disposal of non-hazardous and hazardous material described in this section.

Contaminants have been discovered through testing within the project limits. Testing consisted of collecting and analyzing in situ samples from within the limits of excavation shown on the plans. A description of the sampling plan and summary tables of the test results are included in the "Materials Information." The complete report entitled "Site Investigation Report San Francisco-Oakland Bay Bridge (Interstate 80) - the Oakland Mole, Alameda County," is available for inspection at the office of the Toll Bridge Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, CA 94612, email; duty_senior_tollbridge_district04@dot.ca.gov, telephone number (510) 286-5549, fax number; (510) 286-4563. These test results have been used for disposal characterization of material within the excavation limits and shall not be construed as identifying all locations within the project limits that contain contaminants. The table following this section summarizes the contaminant results.

Wherever the following terms are used in the contract documents, the meaning and intent shall be interpreted as provided below:

- A. Hazardous material – Material that contains contaminants at concentrations equal to or greater than the threshold limit concentrations listed in Section 66261.24 of Title 22 of the California Code of Regulations, excluding Section 66261.24 (a) (1).
- B. Non-hazardous material – Material that does not contain contaminants at concentrations equal to or greater than the threshold limit concentrations listed in Section 66261.24 of Title 22 of the California Code of Regulations.

Characterization and disposal of additional material resulting from excavations performed outside of the pay limits shown on the plans, specified in the Standard Specifications, or specified or directed by the Engineer, for the Contractor's convenience, shall be at the Contractor's expense. This resultant material shall be presumed to be either non-hazardous material or hazardous material if the test results for the location indicate that the material being excavated is non-hazardous material or hazardous material. Unless backfilling with the material is approved in writing by the Engineer, the Contractor shall dispose of the resultant material outside highway right of way in conformance with the provisions in "Earthwork" of these special provisions. When the material must be removed from highway right of way the Contractor shall furnish replacement material suitable for the purpose intended in conformance with the provisions in Section 19, "Earthwork," of the Standard Specifications.

APPLICABLE RULES AND REGULATIONS.—Excavation, transport and disposal of hazardous material shall be in conformance with the rules and regulations of the following agencies:

- United States Department of Transportation (USDOT)
- United States Environmental Protection Agency (USEPA)
- California Environmental Protection Agency (CAL-EPA)
 - 1. Department of Toxic Substance Control (DTSC)
 - 2. Integrated Waste Management Board
 - 3. Regional Water Quality Control Board, Region 2 (RWQCB)
 - 4. State Air Resources Board
- Bay Area Air Quality Management District (BAAQMD)
- California Division of Occupational Safety and Health Administration (CAL-OSHA)

PERMITS AND LICENSES.—The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, including registration for transporting vehicles carrying hazardous material, in conformance with the provisions in Section 7-1.04, "Permits and Licenses," of the Standard Specifications.

The Engineer will obtain the Environmental Protection Agency Generator Identification Number and Board of Equalization Identification Number and sign all manifests as the Generator.

SITE HEALTH AND SAFETY PLAN.—The Contractor shall prepare a detailed Site Health and Safety Plan for all site personnel, including State personnel, that identifies potential health and safety hazards associated with each operation and specifies work practices that will be used to protect workers from those hazards in conformance with the DTSC and CAL-OSHA regulations. At a minimum, the Site Health and Safety Plan shall identify key site safety personnel, describe risks associated with the work, describe training requirements, describe appropriate personal protective equipment, describe any site-specific medical surveillance requirements, describe any periodic air monitoring requirements, define appropriate site work zones, and describe any decontamination requirements. The Site Health and Safety Plan shall be submitted at least 15 working days prior to beginning any excavation work for review and acceptance by the Engineer. Prior to submittal, the Contractor shall have the Site Health and Safety Plan approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene. Subcontractors shall use the Site Health and Safety Plan prepared by the Contractor or prepare and submit a separate Site Health and Safety Plan in conformance with the provisions in this section.

SAFETY TRAINING.—Prior to performing any work, all personnel, including State personnel, shall complete a safety training program that communicates the potential health and safety hazards associated with work on the site and instructs the personnel in procedures for doing the work safely. The level of training provided shall be consistent with the personnel's job function and conform to CAL-OSHA regulations. The training, including subsequent training required until completion of the project, shall be provided by the Contractor. The Contractor shall provide a certification of completion of the Safety Training Program to all personnel. Personal protective equipment required by State personnel to inspect the work shall be provided by the Contractor. The number of State personnel requiring the above mentioned safety training program and personal protective equipment will be 15.

SAMPLING AND ANALYSIS.—The Contractor shall test the material to be excavated at his own expense for any additional acceptance requirements put forth by the disposal facility. Sampling and analysis shall be performed using the sampling and analysis procedure required by the disposal facility.

The Contractor may perform additional tests on the material to be excavated at his option and expense for confirmation of the classification as non-hazardous material or hazardous material. Sampling and analysis shall be based on guidelines in USEPA, SW 846, "Test Methods for Evaluating Solid Waste, Volume II: Field Manual Physical/Chemical Methods."

The Contractor shall submit, for approval by the Engineer, a Sampling and Analysis Plan that describes the scope of the investigation, along with the name, address, and certification number of the testing laboratory, 15 working days prior to beginning any sampling or analysis for additional disposal facility requirements, reclassification of material, or characterization of material outside of the excavation pay limits. The Sampling and Analysis Plan shall be prepared under the guidance of a registered professional experienced in site characterization. The Engineer will make the final decision on reclassification or characterization of material after review of the test data. Five working days shall be allowed for review of test data.

PAYMENT.—Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work affected by this section and no additional compensation will be allowed therefor.

CONTAMINANT SUMMARY

BORING LOCATION	SAMPLE DEPTH (m)	CAM 17 ⁽¹⁾ (mg/kg)	WET (mg/l)	TCLP (mg/l)	TPH-G (mg/kg)	TPH-D (mg/kg)
B1	0.0	Lead = 139	Lead = 7.2		ND	334
	1.1				ND	910
	2.3	Lead = 57	Lead = 5.0		ND	1450
	3.5				ND	127
B2	0.0				ND	310
	1.1	Lead = 133	Lead = 9.7		ND	78
	2.3	Lead = 91	Lead = 9.0		ND	1780
	3.5				ND	9
B3	0.0				ND	167
	1.1				ND	14
	2.3	Lead = 56	Lead = 12		ND	19
	3.5				ND	2
B4	0.0				ND	1570
	1.1				ND	4
	2.3				ND	3
	3.5	Lead = 125	Lead = 5.1		ND	7
B5	0.0	Lead = 83 Mercury = 0.37	Lead = 3.6 Mercury = ND		ND	321
	1.1	Lead = 362 Mercury = 1.4	Lead = 14 Mercury = ND		ND	327
	2.3	Lead = 58 Mercury = 1.6	Lead = 7.1 Mercury = ND		ND	162
	3.5	Lead = 128 Mercury = 1.0	Lead = 7.1 Mercury = ND		ND	133
B6	0.0				ND	266
	1.1				ND	4
	2.3				ND	ND
	3.5				ND	ND
B7	0.0	Lead = 144	Lead = 0.45		ND	56
	1.1				ND	ND
	2.3				ND	ND
	3.5				ND	305
B8	0.0	Lead = 377	Lead = 14		ND	316
	1.1				ND	6
	2.3				ND	1
	3.5				ND	1
B9	0.0	Lead = 1440		Lead = 1.9	ND	1630
	1.1				ND	ND
	2.3				ND	ND
	3.5				ND	ND
B10	0.0	Lead = 518	Lead = 13		ND	230
	1.1				ND	103
	2.3				ND	6
	3.5				ND	ND

CONTAMINANT SUMMARY (CONT.)

BORING LOCATION	SAMPLE DEPTH (m)	TPH-MO (mg/kg)	AHVOC (µg/kg)	PESTICIDES (µg/kg)	PCB (Arochlor 1260) (mg/kg)
B1	0.0	461	ND	Endosulfan II = 7.0	36
	1.1	1310	ND	ND	ND
	2.3	1860	Methylene chloride = 1.3	—	—
	3.5	132	ND	—	—
B2	0.0	275	ND	ND	ND
	1.1	68	ND	ND	ND
	2.3	2420	ND	—	—
	3.5	9	ND	—	—
B3	0.0	189	ND	4,4'-DDD = 7 4,4'-DDT = 13	ND
	1.1	18	ND	ND	ND
	2.3	18	ND	—	—
	3.5	5	ND	—	—
B4	0.0	1380	Methylene chloride = 4.8	4,4'-DDE = 6.8 4,4'-DDT = 4.5	ND
	1.1	5	ND	ND	ND
	2.3	5	ND	—	—
	3.5	7	ND	—	—
B5	0.0	308	Ethylbenzene = 5.2 Xylenes = 3.7	ND	ND
	1.1	349	ND	ND	ND
	2.3	164	ND	—	—
	3.5	132	ND	—	—
B6	0.0	323	ND	4,4'-DDT = 5.6	ND
	1.1	4	Methylene chloride = 1.6	ND	ND
	2.3	2	ND	—	—
	3.5	3	Methylene chloride = 1.9	—	—
B7	0.0	47	ND	4,4'-DDD = 5.6	ND
	1.1	7	ND	4,4'-DDT = 14	ND
	2.3	1	ND	ND	—
	3.5	300	ND	—	—
B8	0.0	323	ND	4,4'-DDE = 6.4	ND
	1.1	7	ND	Endrin = 71	ND
	2.3	2	ND	ND	—
	3.5	3	ND	—	—
B9	0.0	310	ND	4,4'-DDD = 6.2	169
	1.1	4	ND	4,4'-DDT = 34	ND
	2.3	3	ND	Endrin aldehyde = 5.3	—
	3.5	2	ND	ND	—
B10	0.0	195	ND	4,4'-DDD = 4.1	118
	1.1	94	ND	4,4'-DDT = 48	ND
	2.3	10	ND	Endrin aldehyde = 4.4	—
	3.5	5	ND	ND	—

CONTAMINANT SUMMARY (CONT.)

POLYCYCLIC AROMATIC HYDROCARBONS		
BORING LOCATION	SAMPLE DEPTH (m)	CONCENTRATION (mg/kg)
B1	0.0	Benzo(a)anthracene = 0.226 Benzo(a)pyrene = 0.163 Benzo(b)fluoranthene = 0.202 Benzo(k)fluoranthene = 0.085 Chrysene = 0.230 Dibenzo(a,h)anthracene = 0.083 Ideno(1,2,3-c,d)pyrene = 0.097 Acenaphthene = 0.426 Anthracene = 0.178 Benzo(g,h,i)perylene = 0.083 Fluoranthene = 1.04 Fluorene = 0.298 Naphthalene = 0.346 Phenanthrene = 1.86 Pyrene = 0.704
	1.1	Dibenzo(a,h)anthracene = 0.049
	2.3	Benzo(b)fluoranthene = 0.021
B2	0.0	Benzo(b)fluoranthene = 0.037 Dibenzo(a,b)anthracene = 0.041 Acenaphthene = 0.020 Fluoranthene = 0.054 Phenanthrene = 0.081 Pyrene = 0.042
	1.1	Benzo(b)fluoranthene = 0.023 Acenaphthene = 0.036 Anthracene = 0.020 Fluoranthene = 0.087 Phenanthrene = 0.127 Pyrene = 0.062
B3	0.0	Benzo(a)anthracene = 0.024 Benzo(a)pyrene = 0.030 Benzo(b)fluoranthene = 0.046 Chrysene = 0.040 Dibenzo(a,h)anthracene = 0.020 Ideno(1,2,3-c,d)pyrene = 0.033 Anthracene = 0.020 Fluoranthene = 0.137 Phenanthrene = 0.160 Pyrene = 0.122
	2.3	Benzo(b)fluoranthene = 0.022 Acenaphthene = 0.026 Fluoranthene = 0.072 Fluorene = 0.021 Phenanthrene = 0.104 Pyrene = 0.053

CONTAMINANT SUMMARY (CONT.)

POLYCYCLIC AROMATIC HYDROCARBONS

B5	0.0	Benzo(b)flouranthene = 0.031 Flouranthene = 0.043 Phenanthrene = 0.096 Pyrene = 0.041
	1.1	Benzo(a)anthracene = 0.057 Benzo(a)pyrene = 0.057 Benzo(b)flouranthene = 0.082 Benzo(k)fluoranthene = 0.027 Chrysene = 0.069 Dibenzo(a,h)anthracene = 0.046 Ideno(1,2,3-c,d)pyrene = 0.047 Benzo(g,h,i)perylene = 0.036 Flouranthene = 0.082 Phenanthrene = 1.86 Pyrene = 0.704
	2.3	Benzo(a)anthracene = 0.033 Benzo(a)pyrene = 0.037 Benzo(b)flouranthene = 0.041 Chrysene = 0.023 Dibenzo(a,h)anthracene = 0.030 Ideno(1,2,3-c,d)pyrene = 0.030 Anthracene = 0.041 Benzo(g,h,i)perylene = 0.026 Flouranthene = 0.106 Fluorene = 0.026 Phenanthrene = 0.151 Pyrene = 0.098
	3.5	Benzo(a)anthracene = 0.027 Benzo(a)pyrene = 0.046 Benzo(b)flouranthene = 0.054 Chrysene = 0.037 Dibenzo(a,h)anthracene = 0.028 Ideno(1,2,3-c,d)pyrene = 0.043 Benzo(g,h,i)perylene = 0.039 Flouranthene = 0.073 Phenanthrene = 0.057 Pyrene = 0.086

CONTAMINANT SUMMARY (CONT.)

POLYCYCLIC AROMATIC HYDROCARBONS

B6	0.0	Benzo(a)anthracene = 0.020 Benzo(a)pyrene = 0.041 Benzo(b)fluoranthene = 0.081 Benzo(k)fluoranthene = 0.021 Chrysene = 0.063 Dibenzo(a,h)anthracene = 0.137 Ideno(1,2,3-c,d)pyrene = 0.040 Acenaphthene = 0.105 Anthracene = 0.060 Flouranthene = 0.258 Fluorene = 0.081 Naphthalene = 0.085 Phenanthrene = 0.419 Pyrene = 0.185
	1.1	Benzo(a)pyrene = 0.020 Benzo(b)fluoranthene = 0.029 Dibenzo(a,h)anthracene = 0.036 Ideno(1,2,3-c,d)pyrene = 0.027 Benzo(g,h,i)perylene = 0.020 Flouranthene = 0.033 Phenanthrene = 0.029 Pyrene = 0.041
B7	0.0	Benzo(a)anthracene = 0.280 Benzo(a)pyrene = 0.260 Benzo(b)fluoranthene = 0.872 Benzo(k)fluoranthene = 0.138 Chrysene = 0.207 Dibenzo(a,h)anthracene = 1.33 Ideno(1,2,3-c,d)pyrene = 0.313 Acenaphthene = 0.362 Anthracene = 0.206 Benzo(g,h,i)perylene = 0.204 Flouranthene = 1.34 Fluorene = 0.264 Naphthalene = 0.302 Phenanthrene = 1.95 Pyrene = 1.02
B9	0.0	Benzo(a)anthracene = 0.314 Benzo(a)pyrene = 0.386 Benzo(b)fluoranthene = 0.596 Benzo(k)fluoranthene = 0.162 Chrysene = 0.170 Dibenzo(a,h)anthracene = 1.08 Ideno(1,2,3-c,d)pyrene = 0.408 Acenaphthene = 0.177 Anthracene = 0.099 Benzo(g,h,i)perylene = 0.823 Flouranthene = 0.740 Fluorene = 0.083 Naphthalene = 0.153 Phenanthrene = 0.922 Pyrene = 0.799
B10	0.0	Dibenzo(a,h)anthracene = 0.658
	1.1	Dibenzo(a,h)anthracene = 0.087 Pyrene = 0.023
	2.3	Pyrene = 0.022

NOTES:

ND	Not detected at concentrations greater than the laboratory reporting limit
—	Not analyzed
CAM-17	California Assessment Manual metals
WET	California waste extraction test
TCLP	Environmental Protection Agency toxicity characteristic leaching procedure
TPH-G	Total petroleum hydrocarbons in gasoline range
TPH-D	Total petroleum hydrocarbons in diesel range
TPH-MO	Total petroleum hydrocarbons in motor oil range
AHVOV	Aromatic halogenated volatile organic compounds
PCB	Polychlorinated biphenyls
(1) Only metals with total concentrations greater than 10 times the respective Soluble Threshold Limit Concentration are reported in the table.	
Except as noted, contaminants that are not reported in the table were ND.	

5-1.23 ENVIRONMENTALLY SENSITIVE AREAS (GENERAL)

Attention is directed to the designated Environmentally Sensitive Areas (ESA), shown on the plans. The exact location of the boundaries of ESAs shall be established by the Engineer. The Contractor shall establish land based ESA boundaries in the field with temporary high visibility fencing prior to the start of any construction activities. Water based ESA boundaries will be established by others. The delineation of the land based ESAs shall conform with "Temporary Fence (Type ESA)" of these special provisions.

No construction activities in water within 200 meters of the ESA boundaries shall be allowed until a high visibility coast guard approved delineator has been installed.

Within the boundaries of a land based ESA, no project related activities shall take place. This specifically prohibits barge and vehicle access, storage or transport of any materials, including hydrocarbon and lead contaminated material, or any other project related activities. The Contractor shall take such measures, including the posting of written notices to his employees and subcontractors, to ensure that ESAs are not entered or disturbed.

The Contractor shall comply with the requirements below for the following ESAs:

PACIFIC HERRING.--Open water excavation in areas 6 meters below Mean Lower Low Water (NGVD1929) or shallower will not be allowed between January 1 through May 31 of any year, except in areas confined by the geotextile tube. In-water construction or other operations that can generate debris into the water or increase water turbidity during spawn will not be allowed.

Surveys and monitoring of Pacific herring spawning locations will be conducted by the State. The Engineer will notify the Contractor whenever a spawning event is observed. If construction operations within the open water is within 200 meters of a spawn, the Contractor shall cease the portion of the contract work in this area within 8 hours of notification by the Engineer. Work shall not resume until notified by the Engineer which is expected to be approximately 10 working days from the time of spawning. It is anticipated that Pacific herring spawning could occur from November 15 through March 31 of any year.

NON-TIDAL WETLANDS.--Non-tidal wetlands are located near the east bay approach to the north of Radio Beach. The non-tidal wetland boundary shall be clearly marked by the installation of Temporary Fence (Type ESA) as specified elsewhere in these special provisions. The boundaries shall be checked periodically and the markings repaired or replaced as necessary during construction.

SENSITIVE PLANT SPECIES ON RADIO BEACH.--Sensitive plant species and sand dunes are located within and alongside of the east side of the limits of this contract. Care shall be taken to minimize the impacts of the surcharge excavation on these sand dunes. As directed by the Engineer, the limits of construction and access to construction shall be clearly marked by the installation of Temporary Fence (Type ESA) as shown on the plans and as specified elsewhere in these special provisions. The boundaries shall be checked periodically and the markings repaired or replaced as necessary during construction.

TIDAL WETLANDS TO THE SOUTH OF THE OAKLAND MOLE.--Tidal wetlands are located to the south of the Oakland Mole. Care shall be taken to minimize the impact of establishing a staging area and vehicle traffic on these wetlands.

PAYMENT

Full compensation for checking, repairing or replacing the ESA markings shall be considered as included in the contract price paid per meter for Temporary Fence (Type ESA) and no separate payment will be made.

5-1.24 GEOTECHNICAL MONITORING EQUIPMENT AND ACTIVITIES

The State will conduct monitoring within the limits of this project during this contract.

Monitoring activities will consist of the installation of piezometers, anchor post settlement gages, settlement profile gages, slope indicators, and settlement platforms. This monitoring equipment will be installed and monitored by State forces during the progress of the work. The purpose of the instrumentation is to monitor embankment construction progress as well as to evaluate new concepts of construction.

The installation of monitoring devices will be scheduled in advance with the Contractor, after the Engineer has received the Contractor schedule.

The Contractor shall cooperate with the forces conducting the monitoring, shall schedule his work to permit installation of the monitoring equipment, and shall conduct his operations in such a manner as to not interfere with the forces installing and maintaining monitoring equipment.

Slope Inclinerometers, Vibrating Wire Piezometers, Borris Point Settlement, Probes Horizontal Inclinerometer Probes and Fluid Settlement Gauges shall be installed by State forces following the completion of 300 mm of embankment above the drainage blanket as shown on the plan. State forces shall be allowed 2 working days, not to run concurrently, at each of the 14 locations, free from interference by the Contractor's operations to install the instrumentation.

Readout instrumentation will be raised to final grade by State forces concurrently with the embankment construction. Other than the minimum necessary to complete the compaction operation, construction equipment shall not work within 1.5 meters of any instrumentation.

The void around each indicator in the imported borrow material shall be backfilled with structure backfill material compacted to the requirements for embankment construction, all as specified in Section 19, "Earthwork," of the Standard Specifications.

Structure backfill for backfilling said voids would be measured and paid for as imported borrow.

All instrumentation shall be protected by the Contractor and shall be replaced or restored at the Contractor's expense if damaged by reason of his operations. No traffic or equipment shall be allowed to pass over the horizontal inclinometer probe or the vibrating wire piezometer readout leads until said equipment is covered with a minimum of 600 mm of embankment material.

The number of working days allowed for State forces to furnish and install instrumentation will not be considered as non-working days and no extension of the number of working days specified to complete the contract will be granted therefor. Should the State forces require more working days than specified herein for the installation of gages and instruments and, if in the option of the Engineer, the Contractor's operations are delayed, The State will compensate the contractor for such delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise.

Any assistance required by State forces to install the instrumentation shall be furnished by the Contractor and such work will be paid for in accordance with the provisions in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Except as otherwise provided herein, full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.25 RELATIONS WITH REGIONAL WATER QUALITY CONTROL BOARD

This project is located within an area controlled by the Regional Water Quality Control Board, San Francisco Bay Region (RWQCB). A RWQCB Order has been issued covering work to be performed under this contract. The Contractor shall be fully informed of all rules, regulations and conditions that may govern the Contractor's operations in said area and shall conduct the Contractor's work accordingly.

Copies of the Order may be obtained at the Department of Transportation, Plans and Bid Documents, Room 200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, Telephone No. (916) 654-4490, and are available for inspection at the office of the Toll Bridge Program Duty Senior at 111 Grand Avenue, Oakland, California 94612, email; duty_senior_tollbridge_district04@dot.ca.gov, telephone number; (510) 286-5549.

Attention is directed to Sections 7-1.11, "Preservation of Property," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Attention is directed to Section 8-1.06, "Time of Completion," of the Standard Specifications. Days during which the Contractor's operations are restricted in the floodway by the requirements of this section, shall be considered to be nonworking days if these restrictions cause a delay in the current controlling operation or operations.

Any modifications to the Order which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the RWQCB for their consideration.

When the Contractor is notified by the Engineer that a modification to the Order is under consideration, no work will be allowed on the proposed modification until the Department takes action on the proposed modification.

Any modifications to any agreement between the Department of Transportation and the RWQCB shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.26 RELATIONS WITH U.S. ARMY CORPS OF ENGINEERS

This project is located within the jurisdiction of the United States Army Corps of Engineers (USACE). A permit has been issued covering work to be performed under this contract. The Contractor shall be fully informed of all rules, regulations and conditions of the permit that may govern the Contractor's operations in said area and shall conduct the Contractor's work accordingly. This document shall be considered an integral part of the special provisions and contract for this project.

Copies of the permit may be obtained at the Department of Transportation, Plans and Bid Documents, Room 200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, telephone number (916) 654-4490, and is available for inspection at the Toll Bridge Program Duty Senior at District 04 Office, 111 Grand Avenue, Oakland, California 94612, email; duty_senior_tollbridge_district04@dot.ca.gov, telephone number; (510) 286-5549.

Any modifications to the permit which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the USACE for their consideration.

When the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work will be allowed on the proposed modification until the Department takes action on the proposed modification. Any modifications to any agreement between the Department of Transportation and the USACE shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.27 RELATIONS WITH SAN FRANCISCO BAY AND CONSERVATION DEVELOPMENT COMMISSION

This project is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission (BCDC). A permit has been issued covering work to be performed under this contract. The Contractor shall be fully informed of all rules, regulations and conditions of the permit that may govern the Contractor's operations in said area and shall conduct the Contractor's work accordingly. This document shall be considered an integral part of the special provisions and contract for this project.

Copies of the permit may be obtained at the Department of Transportation, Plans and Bid Documents, Room 200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, telephone number (916) 654-4490, and are available for inspection at the Toll Bridge Program Duty Senior at the District 04 Office, 111 Grand Avenue, Oakland, California 94612, email; duty_senior_tollbridge_district04@dot.ca.gov, telephone number; (510) 286-5549.

Any modifications to the permit which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the BCDC for their consideration.

When the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work will be allowed on the proposed modification until the Department takes action on the proposed modification. Any modifications to any agreement between the Department of Transportation and BCDC shall be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

The Contractor shall submit to the Engineer a plan for in-bay constructed facilities within 10 working days following notice of award. The plan shall include the area and volume of material to be placed between the mean-high-water-line and the mudline. The Engineer will provide comments to the Contractor within 20 working days. The Contractor will have 10 working days to revise and resubmit.

Full compensation for conforming to the above requirements shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.28 RELATIONS WITH UNITED STATES COAST GUARD

This project is located adjacent to a navigable channel which is under the jurisdiction of the United States Coast Guard (USCG), Eleventh District, Coast Guard Island, Alameda, California 94501-5100.

A USCG Preconstruction Checklist has been issued covering work to be performed under this contract and is part of the Informational Handout. The Contractor shall be fully informed of all rules, regulations and conditions that may govern the Contractor's operations in said area and shall conduct the Contractor's work accordingly.

Copies of the Preconstruction Checklist may be obtained at the Department of Transportation, Plans and Bid Documents, Room 200, Transportation Building, P.O. Box 942874, Sacramento, California 94274-0001, telephone number (916) 654-4490, and are available for inspection at the Toll Bridge Program Duty Senior at District 04 Office, 111 Grand Avenue, Oakland, California 94612, email; duty_senior_tollbridge_district04@dot.ca.gov, telephone number; (510) 286-5549.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.11, "Preservation of Property," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The Contractor's attention is directed to the following conditions which are among those established by the USCG in the Preconstruction Checklist and the work authorization for this project:

Aids to Navigation.--The Contractor, acting on behalf of the Department, shall coordinate with the USCG Commander, Telephone (510) 437-2983 for written authorization at least 60 days prior to any relocation or temporary removal of any aids to navigation within or near any areas involved with dredging or construction. In addition, the Contractor shall not obstruct, willfully damage, make fast to, or interfere with any aid to navigation.

Navigational Lighting.--The Contractor shall keep proper warning lights each night between the hours of sunset and sunrise upon all floating equipment and all buoys which are of a size and location as to endanger or obstruct navigation. All floating equipment shall be marked in accordance with USCG Regulation CG-169.

Full compensation for conforming to the above requirements shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed therefor.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the United States Standard Measures which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use, the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details, the Contractor shall submit plans and working drawings in conformance with the provisions in "Working Drawings," of these special provisions. The plans and working drawings shall be submitted at least 7 days before the Contractor intends to begin the work involved.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS

ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT

ASTM Designation: A 82

METRIC SIZE SHOWN ON THE PLANS ² mm	SIZE TO BE SUBSTITUTED ² inch x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

METRIC BAR DESIGNATION NUMBER¹ SHOWN ON THE PLANS	BAR DESIGNATION NUMBER² TO BE SUBSTITUTED
10	3
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

¹Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.

²Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

SUBSTITUTION TABLE FOR SIZES OF:

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS (ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55), and

(2) HIGH STRENGTH STEEL FASTENERS (ASTM Designation: A 325 or A 449)

METRIC SIZE SHOWN ON THE PLANS mm	SIZE TO BE SUBSTITUTED inch
6 or 6.35	1/4
8 or 7.94	5/16
10 or 9.52	3/8
11 or 11.11	7/16
13 or 12.70	1/2
14 or 14.29	9/16
16 or 15.88	5/8
19 or 19.05	3/4
22 or 22.22	7/8
24, 25, or 25.40	1
29 or 28.58	1-1/8
32 or 31.75	1-1/4
35 or 34.93	1-3/8
38 or 38.10	1-1/2
44 or 44.45	1-3/4
51 or 50.80	2
57 or 57.15	2-1/4
64 or 63.50	2-1/2
70 or 69.85	2-3/4
76 or 76.20	3
83 or 82.55	3-1/4
89 or 88.90	3-1/2
95 or 95.25	3-3/4
102 or 101.60	4

SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch	METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269	-----	-----
0.61	0.0239	-----	-----
0.53	0.0209	-----	-----
0.45	0.0179	-----	-----
0.42	0.0164	-----	-----
0.38	0.0149	-----	-----

SUBSTITUTION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS mm	WIRE THICKNESS TO BE SUBSTITUTED inch	GAGE NO.
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

SUBSTITUTION TABLE FOR PIPE PILES

METRIC SIZE SHOWN ON THE PLANS mm x mm	SIZE TO BE SUBSTITUTED inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in millimeters (T) represents an exact conversion of the thickness in inches (T").

SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	NOMINAL SIZE TO BE SUBSTITUTED inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

SUBSTITUTION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	SIZE TO BE SUBSTITUTED Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

**SUBSTITUTION TABLE FOR IRRIGATION
COMPONENTS**

METRIC WATER METERS, TRUCK LOADING STANDPIPES, VALVES, BACKFLOW PREVENTERS, FLOW SENSORS, WYE STRAINERS, FILTER ASSEMBLY UNITS, PIPE SUPPLY LINES, AND PIPE IRRIGATION SUPPLY LINES SHOWN ON THE PLANS DIAMETER NOMINAL (DN) mm	NOMINAL SIZE TO BE SUBSTITUTED inch
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

Unless otherwise specified, substitutions of United States Standard Measures standard structural shapes corresponding to the metric designations shown on the plans and in conformance with the requirements in ASTM Designation: A 6/A 6M, Annex 2, will be allowed.

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included in the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included in the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective

- A. Apex, Model 921 (100 mm x 100 mm)
- B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)
- C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

- A. Apex, Model 921AR (100 mm x 100 mm)
- B. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
- C. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
- B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- C. Stimsonite, Model 944SB (51 mm x 100 mm)*
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*

*For use only in 114 mm wide (older) recessed slots

Non-Reflective For Use With Epoxy Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

Non-Reflective For Use With Bitumen Adhesive, 100 mm Round

- A. Alpine Products, "D-Dot" and "ANR" (ABS)
- B. Apex Universal (Ceramic)
- C. Apex Universal, Model 929 (ABS)
- D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- E. Highway Ceramics, Inc. (Ceramic)
- F. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- G. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- H. Novabrite Models Adot-w (White) Adot-y (Yellow), (ABS)
- I. Road Creations, Model RCB4NR (Acrylic)
- J. Zumar Industries, "Titan TM40A" (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (6 months or less)

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- C. Road Creations, Model R41C (100 mm x 100 mm)
- D. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)

- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. P.B. Laminations, Aztec, Grade 102
- D. Swarco Industries, "Director-2"
- E. 3M, "Stamark," Series 620
- F. 3M Series A145 Removable Black Line Mask
(Black Tape: For use only on Asphalt Concrete Surfaces)
- G. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: For use only on Asphalt Concrete Surfaces)
- H. Brite-Line "BTR" Black Removable Tape
(Black Tape: For use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

- A. Flint Trading, "Premark" and "Premark 20/20 Flex"
- B. Pavemark, "Hotape"

Removable Traffic Paint

- A. Belpro, Series 250/252 and No. 93 Remover

Ceramic Surfacing Laminate, 150 mm x 150 mm

- A. Safeline Industries/Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

- A. Carsonite, Curve-Flex CFRM-400
- B. Carsonite, Roadmarker CRM-375
- C. Davidson Plastics, "Flexi-Guide Models 400 and 566"
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

Special Use Flexible Type, 1700 mm

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Flexible Type, 1200 mm

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM

CHANNELIZERS

Surface Mount Type, 900 mm

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- D. Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36

- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- J. Repo, Models 300 and 400
- K. Safe-Hit, Guide Post, Model SH236SMA

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Roadmaker Company "Stacker"
- D. Traffix Devices "Grabber"

OBJECT MARKERS

Type "K", 450 mm

- A. Carsonite, Model SMD-615
- B. FlexStake, Model 701 KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

Type "K-4" / "Q" Object Markers, 600 mm

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- F. The Line Connection, Model DP21-4Q

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

Impactable Type

- A. ARTUK, "FB"
- B. Davidson Plastics, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100

Non-Impactable Type

- A. ARTUK, JD Series
- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS

(For use to the left of traffic)

- A. Duraflex Corp., "Railrider"
- B. Davidson Plastics, "Mini" (75 mm x 254 mm)

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

- A. Davidson Plastics, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM
- C. Sun-Lab Technology, "Safety Guide Light, Model TM," 130 mm x 130 mm x 80 mm

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

- A. Davidson Plastics, PCBM S-36
- B. Sun-Lab Technology, "Safety Guide Light, Model SM12," 130 mm x 130 mm x 80 mm

GUARD RAILING DELINEATOR

(Top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

- A. Carsonite, Model 427
- B. Davidson Plastics FG 427 and FG 527
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

Steel Post Type

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. 3M, High Intensity
- B. Reflexite, PC-1000 Metalized Polycarbonate
- C. Reflexite, AC-1000 Acrylic
- D. Reflexite, AP-1000 Metalized Polyester
- E. Reflexite, AR-1000 Abrasion Resistant Coating
- F. Avery Dennison T-6500 Series (Formerly Stimsonite, Series 6200) (For rigid substrate devices only)

Traffic Cones, 330 mm Sleeves

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

Traffic Cones, 100 mm and 150 mm Sleeves

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

Barrels and Drums

- A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810

Barricades: Type I, Engineer Grade

- A. American Decal, Adcolite
- B. Avery Dennison, T-1500 and T-1600
- C. 3M, Scotchlite, Series CW

Barricades: Type II, Super Engineer Grade

- A. Avery Dennison, T-2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

Signs: Type II, Super Engineer Grade

- A. Avery Dennison, T-2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

Signs: Type III, High-Intensity Grade

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

Signs: Type IV, High-Intensity Prismatic Grade

- A. Avery Dennison T-6500 (Formerly Stimsonite Series 6200)

Signs: Type VII, High-Intensity Prismatic Grade

- A. 3M Series 3900

Signs: Type VI, Roll-Up Signs

- A. Reflexite, Vinyl (Orange)
- B. Reflexite "SuperBright" (Fluorescent orange)
- C. Reflexite "Marathon" (Fluorescent orange)
- D. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

SPECIALTY SIGN (All Plastic)

- A. All Sign Products, STOP Sign, 750 mm

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

Aluminum

Fiberglass Reinforced Plastic (FRP)

- A. Sequentia, "Polyplate"
- B. Fiber-Brite

8-1.03 MISCELLANEOUS METAL

The table in the tenth paragraph of Section 75-1.02, "Miscellaneous Iron and Steel," of the Standard Specifications is amended to read:

Material	Specification
Steel bars, plates and shapes	ASTM Designation: A 36/A 36M or A 575, A 576 (AISI or M Grades 1016 through 1030 except Grade 1017)
Steel fastener components for general applications:	
Bolts and studs	ASTM Designation: A 307
Headed anchor bolts	ASTM Designation: A 307, Grade B, including S1 supplementary requirements
Nonheaded anchor bolts	ASTM Designation: A 307, Grade C, including S1 supplementary requirements and S1.6 of AASHTO Designation: M 314 supplementary requirements or AASHTO Designation: M 314, Grade 36 or 55, including S1 supplementary requirements
High-strength bolts and studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: A 449, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Washers	ASTM Designation: F 844
Components of high-strength steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM Designation: A 325, Type 1
Tension control bolts	ASTM Designation: F 1852, Type 1
Nuts	ASTM Designation: A 563, including Appendix X1*
Hardened washers	ASTM Designation: F 436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM Designation: F 959, Type 325, zinc-coated
Stainless steel fasteners (Alloys 304 & 316) for general applications:	
Bolts, screws, studs, threaded rods, and nonheaded anchor bolts	ASTM Designation: F 593 or F 738M
Nuts	ASTM Designation: F 594 or F 836M
Washers	ASTM Designation: A 240/A 240M and ANSI B 18.22M
Carbon-steel castings	ASTM Designation: A 27/A 27M, Grade 65-35 [450-240], Class 1
Malleable iron castings	ASTM Designation: A 47, Grade 32510 or A 47M, Grade 22010
Gray iron castings	ASTM Designation: A 48, Class 30B
Ductile iron castings	ASTM Designation: A 536, Grade 65-45-12
Cast iron pipe	Commercial quality
Steel pipe	Commercial quality, welded or extruded
Other parts for general applications	Commercial quality

* Zinc-coated nuts that will be tightened beyond snug or wrench tight shall be furnished with a dyed dry lubricant conforming to Supplementary Requirement S2 in ASTM Designation: A 563.

The table in the eighteenth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Stud Diameter (millimeters)	Sustained Tension Test Load (kilonewtons)
29.01-33.00	137.9
23.01-29.00	79.6
21.01-23.00	64.1
* 18.01-21.00	22.2
15.01-18.00	18.2
12.01-15.00	14.2
9.01-12.00	9.34
6.00-9.00	4.23

* Maximum stud diameter permitted for mechanical expansion anchors.

The table in the nineteenth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Stud Diameter (millimeters)	Ultimate Tensile Load (kilonewtons)
30.01-33.00	112.1
27.01-30.00	88.1
23.01-27.00	71.2
20.01-23.00	51.6
16.01-20.00	32.0
14.01-16.00	29.4
12.00-14.00	18.7

The table in the twenty-second paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

Installation Torque Values, (newton meters)			
Stud Diameter (millimeters)	Shell Type Mechanical Expansion Anchors	Integral Stud Type Mechanical Expansion Anchors	Resin Capsule Anchors and Cast-in-Place Inserts
29.01-33.00	—	—	540
23.01-29.00	—	—	315
21.01-23.00	—	—	235
18.01-21.00	110	235	200
15.01-18.00	45	120	100
12.01-15.00	30	65	40
9.01-12.00	15	35	24
6.00-9.00	5	10	—

8-1.04 ENGINEERING FABRICS

Engineering fabrics shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and in Sections, "Geotextile Filter Fabric" and "Geotextile Reinforcement Fabric" of these special provisions.

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

References to Section 90-2.01, "Portland Cement," of the Standard Specifications shall mean Section 90-2.01, "Cement," of the Standard Specifications.

Mineral admixture shall be combined with cement in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications for the concrete materials specified in Section 56-2, "Roadside Signs," of the Standard Specifications.

The requirements of Section 90-4.08, "Required Use of Mineral Admixture," of the Standard Specifications shall not apply to Section 19-3.025C, "Soil Cement Bedding," of the Standard Specifications.

The Contractor will be permitted to use Type III portland cement for concrete used in the manufacture of precast concrete members.

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Attention is directed to "Environmental Sensitive Area (General)" of these special provisions.

Attention is directed to "Non-Hazardous and Hazardous Material Excavation" of these special provisions.

Attention is directed to "Geotechnical Monitoring Equipment and Activities," of these special provisions.

Temporary railing (Type K) and temporary crash cushions shall be secured in place prior to commencing work for which the temporary railing and crash cushions are required.

Not less than 60 days prior to applying seeds, the Contractor shall furnish the Engineer a statement from the vendor that the order for the seed required for this contract has been received and accepted by the vendor. The statement from the vendor shall include the names and quantity of seed ordered and the anticipated date of delivery.

Attention is directed to "Move-In/Move-Out (Erosion Control)" of these special provisions regarding application of erosion control (Type D) requiring the possibility of several move-in/move-outs of erosion control equipment.

Attention is directed to "Fiber Rolls" of these special provisions, regarding restrictions for other erosion control operations.

Attention is directed to "Erosion Control (Type D)" of these special provisions regarding restrictions for applying erosion control materials.

Attention is directed to "Bridge Tolls" and "Maintaining Traffic" of these special provisions and to the stage construction sheets of the plans.

Attention is directed to "Progress Schedule (Critical Path)" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract. The diagram shall be submitted prior to performing any work that may be affected by any proposed deviations to the construction staging of the project.

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

10-1.02 WATER POLLUTION CONTROL (STORM WATER POLLUTION PREVENTION PLAN)

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

This project lies within the boundaries of the San Francisco Bay Regional Water Quality Control Board and shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No, 99-08-DWQ, and the NPDES Permit for the State of California Department of Transportation Properties, Facilities, and Activities, No. CAS000003, Order No, 99-06-DWQ issued by the State Water Resources Control Board. These permits, hereafter referred to as the "Permits," regulate storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual" and collectively as the "Manuals." Copies of the Manuals and the Permits may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520. Copies of the Manuals may also be obtained from the Department's Internet Web Site at: <http://www.dot.ca.gov/hq/construc/stormwater.html>.

In addition, a Conceptual Storm Water Pollution Prevention Plan (CSWPPP) has been prepared for this project by the Department and is available for review at the office of the Toll Bridge Duty Senior at the District 4 Office, 111 Grand Avenue, Oakland, CA 94612, email; duty_senior_tollbridge_district04@dot.ca.gov, telephone number (510) 286-5549, fax number; (510) 286-4563. This document may be used by the Contractor for developing the actual contract Storm Water Pollution Prevention Plan (SWPPP).

The Contractor shall know and fully comply with the applicable provisions of the Manuals, Permits, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain copies of the Permits at the project site and shall make the Permits available during construction.

Unless arrangements for disturbance or use of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility for the Contractor or property owner with respect to any arrangements made between the Contractor and property owner. The Contractor shall implement, inspect and maintain all necessary water pollution control practices to satisfy all applicable Federal, State, and Local laws and regulations that govern water quality for areas used outside of the highway right-of-way or areas arranged for the specific use of the Contractor for this project. Installing, inspecting, and maintaining water pollution control practices on areas outside the highway right-of-way not specifically arranged for and provided for by the Department for the execution of this contract will not be paid for.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control (Storm Water Pollution Prevention Plan)", including but not limited to, compliance with the applicable provisions of the Manuals, Permits and Federal, State and local regulations. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, money due the Contractor under the contract, in an amount determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

When a regulatory agency or other third party identifies a failure to comply with the permit or any other local, State, or federal requirement, the Engineer may retain money due the Contractor, subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention, and the rate of interest payable shall be 6 percent per annum.

Conformance with the provisions of this section "Water Pollution Control (Storm Water Pollution Prevention Plan)" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records pertaining to water pollution control work.

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a Storm Water Pollution Prevention Plan, hereafter referred to as the "SWPPP," is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Manuals, the requirements of the Permits, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be considered to fulfill the provisions in Section

7-1.01G, "Water Pollution," of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the SWPPP has been approved by the Engineer.

The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the SWPPP and any required modifications or amendments and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Water Pollution Control Manager shall serve as the primary contact for all issues related to the SWPPP or its implementation. The Contractor shall submit to the Engineer a statement of qualifications, describing the training, previous work history and expertise of the individual selected by the Contractor to serve as Water Pollution Control Manager. The Engineer will reject the Contractor's submission of a Water Pollution Control Manager if the submitted qualifications are deemed to be inadequate.

Within 21 working days after the approval of the contract, the Contractor shall submit 3 copies of the draft SWPPP to the Engineer. The Engineer will have 11 working days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 11 working days of receipt of the Engineer's comments. The Engineer will have 7 working days to review the revisions. Upon the Engineer's approval of the SWPPP, 4 approved copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed. If the Engineer does not review or approve the SWPPP within the time specified, compensation will be made in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The SWPPP shall apply to all areas that are directly related to construction including, but not limited to, staging areas, storage yards, material borrow areas, and access roads within or outside of the highway right-of-way.

The SWPPP shall incorporate water pollution control practices in the following six categories:

- A. Soil stabilization;
- B. Sediment control;
- C. Wind erosion control;
- D. Tracking control;
- E. Non-storm water control; and
- F. Waste management and material pollution control.

The Contractor shall develop a Water Pollution Control Schedule that shall describe the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect any changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall incorporate the "Minimum Requirements" presented in the Preparation Manual into the SWPPP. In addition to the "Minimum Requirements" presented in the Preparation Manual, the Contractor shall complete the BMP Consideration Checklist presented in the Preparation Manual. The Contractor shall identify and incorporate into the SWPPP the water pollution control practices selected by the Contractor or as directed by the Engineer.

In addition to the Minimum Requirements presented in the Preparation Manual, special requirements shall be incorporated into the SWPPP and the Water Pollution Control Cost Break-Down as follows:

Special Requirement(s)	
Category	BMP, location and quantity
Sediment Control Practices	SC-8 Sandbag Barrier; Drainage Outfalls, Transitions from Open Channels to Pipes or Inlets; Lump Sum
Waste Management & Materials Pollution Control	WM-6 Hazardous Waste Management, Various, Lump Sum

The following contract items of work, shall be incorporated into the SWPPP as "Temporary Water Pollution Control Practices": Temporary Construction Entrance/Exit, Temporary Concrete Washout Facility, Temporary Silt Fence, Temporary Cover, Temporary Erosion Control, Temporary Flexible Culvert, and Stabilized Construction Roadway. The Contractor's attention is directed to these special provisions provided for each temporary water pollution control practice.

The following contract items of work, as shown on the project plans or as specified elsewhere in these special provisions, shall be identified in the SWPPP as permanent water pollution control practices: Fiber Rolls, and Erosion Control (Type D). These permanent water pollution control practices shall be constructed and utilized during the construction period. The Contractor shall maintain and protect the permanent water pollution control practices throughout the duration of the project and shall restore these controls to the lines, grades and condition shown on the plans prior to acceptance of the contract.

The SWPPP shall include, but not be limited to, the items described in the Manuals, Permits and related information contained in the contract documents.

The Contractor shall prepare an amendment to the SWPPP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or when the Contractor's activities or operations violate any condition of the Permits, or when directed by the Engineer. Amendments shall show additional water pollution control practices or revised operations, including those areas or operations not shown in the initially approved SWPPP. Amendments to the SWPPP shall be prepared, and submitted for review and approval in the same manner as specified for the SWPPP approval. Subsequent amendments shall be submitted within a time approved by the Engineer, but in no case longer than the time specified for the initial submittal and review of the SWPPP.

The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency or the local storm water management agency. Requests by the public shall be directed to the Engineer.

COST BREAK-DOWN

The Contractor shall submit to the Engineer a cost break-down for the contract lump sum item of water pollution control, together with the SWPPP.

The cost break-down shall be completed and furnished in the format shown in the example of the cost break-down included in this section. Unit descriptions and quantities shall be designated by the Contractor, except for the specified special requirements shown in the example. The units and quantities given in the example, if provided, are special requirements specified for the SWPPP, and shall be included in the cost break-down furnished to the Engineer. The Contractor shall verify the estimated quantities of the special requirements and submit revised quantities in the cost break-down.

The Contractor shall determine the quantities required to complete the work of water pollution control. The quantities and their values shall be included in the cost break-down submitted to the Engineer for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted for approval. The cost break-down shall not include water pollution control practices which are shown on the plans and for which there is a separate contract item.

The sum of the amounts for the units of work listed in the cost break-down shall be equal to the contract lump sum price bid for water pollution control. Profit shall be included in each individual unit listed in the cost break-down. The cost break-down shall be submitted and approved within the same times specified for the SWPPP. Partial payment for the item of water pollution control will not be made until the cost break-down is approved, in writing, by the Engineer. Attention is directed to "Time Related Overhead" of these special provisions.

Adjustments in the items of work and quantities listed in the approved cost break-down shall be made when required to address amendments to the SWPPP, except when the adjusted items are paid for as extra work.

No adjustment in compensation will be made in the contract lump sum price paid for water pollution control due to differences between the quantities shown in the approved cost break-down and the quantities required to complete the work as shown on the approved SWPPP. No adjustment in compensation will be made for ordered changes to correct SWPPP work resulting from the Contractor's own operations or from the Contractor's negligence.

The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control due to increases or decreases of quantities ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications. If an ordered change requires a new item not on the approved cost break-down, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

If requested by the Contractor and approved by the Engineer, changes to the water pollution control practices listed in the approved cost break-down, including the addition of new water pollution control practices, will be allowed. The changes shall be included in an approved amendment to the SWPPP. If the changes to the water pollution control practices requested by the Contractor would result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the item of water pollution control. The net cost increase to the item of water pollution control resulting from changes requested by the Contractor will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

WATER POLLUTION CONTROL COST BREAK-DOWN

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UNIT DESCRIPTION	UNIT	QUANTITY	VALUE	AMOUNT
MINIMUM REQUIREMENTS				
SS-1 Scheduling	LS	Lump Sum		
SS-2 Preservation of Existing Material	LS	Lump Sum		
SC-7 Street Sweeping and Vacuuming	LS	Lump Sum		
WE-1 Wind Erosion Control	LS	Lump Sum		
NS-6 Illicit Connection/Illegal Discharge Detection And Reporting	LS	Lump Sum		
NS-8 Vehicle and Equipment Cleaning	LS	Lump Sum		
NS-9 Vehicle and Equipment Fueling	LS	Lump Sum		
NS-10 Vehicle and Equipment Maintenance	LS	Lump Sum		
WM-1 Material Delivery and Storage	LS	Lump Sum		
WM-2 Material Use	LS	Lump Sum		
WM-4 Spill Prevention and Control	LS	Lump Sum		
WM-5 Solid Waste Management	LS	Lump Sum		
WM-9 Sanitary/Septic Waste Management	LS	Lump Sum		
SPECIAL REQUIREMENTS				
SC-8 Sandbag Barrier	LS	Lump Sum		
SC-10 Storm Drain Inlet Protection	LS	Lump Sum		
WM-6 Hazardous Waste Management	LS	Lump Sum		

TOTAL _____

SWPPP IMPLEMENTATION

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing and disposing of the water pollution control practices included in the SWPPP and any amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices are specified in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in any aspect of the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation the project shall be in noncompliance. Attention is directed to Section 5-1.01, "Authority of the Engineer," of the Standard Specifications and the payment sections of these special provisions for possible noncompliance penalties.

If the Contractor fails to conform to the provisions of "Water Pollution Control (Storm Water Pollution Prevention Plan)," the Engineer may order the suspension of construction operations which create water pollution.

Implementation of water pollution control practices may vary by season. The Construction Site BMP Manual and these special provisions shall be followed for control practice selection of year round, rainy season and non-rainy season water pollution control practices.

Year-Round Implementation Requirements

The Contractor shall have a year-round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water control, and waste management and materials pollution control.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Non-active areas shall be protected as prescribed in the Construction Site BMP Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

In order to provide effective erosion control the Contractor may be directed to apply permanent erosion control in small or multiple units as disturbed soil areas are deemed substantially complete by the Engineer. The Contractor's attention is directed to "Erosion Control (Type D)" and "Move-In/Move-Out (Erosion Control)" of these special provisions.

The Contractor shall implement, maintain, and inspect the following temporary sediment control practices on a year-round basis. The listed practices shall remain in place until their use is no longer needed, as determined by the Engineer.

Year-Round Sediment Control Practices	Location used
Temporary Entrance/Exit	At the interface between construction work areas and public roads
Storm Drain inlet protection	At all drainage inlets within stabilized construction roadway areas
Stabilized Construction Roadway	On all temporary access roads

Rainy Season Requirements

Soil stabilization and sediment control practices conforming to the requirements in the Special Requirements and applicable Preparation Manual Minimum Requirements, shall be provided throughout the rainy season, defined as between October 1 and May 1.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed not later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices to be implemented and the dates on which the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. Construction activities beginning during the rainy season shall implement applicable soil stabilization and sediment control practices. The Contractor shall implement soil stabilization and sediment control practices a minimum of 10 days prior to the start of the rainy season.

Throughout the defined rainy season, the active disturbed soil area of the project site shall be not more than 2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active disturbed soil area limit. Soil stabilization and sediment control materials shall be maintained on site sufficient to protect the unprotected disturbed soil area. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to deploy the water pollution control practices required to protect the project site prior to the onset of precipitation events.

Non-Rainy Season Requirements

The non-rainy season shall be defined as all days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMP Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMP Manual with an effective combination of soil stabilization and sediment control.

MAINTENANCE

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the SWPPP. The construction site shall be inspected by the Contractor as follows:

- A. Prior to a forecast storm;
- B. After a precipitation event which causes site runoff;
- C. At 24 hour intervals during extended precipitation events;
- D. Routinely, a minimum of once every 2 weeks outside of the defined rainy season;
- E. Routinely, a minimum of once every week during the defined rainy season.

The Contractor shall use the Storm Water Quality Construction Site Inspection Checklist provided in the CSWPPP or an alternative inspection checklist provided by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.

REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

If the Contractor identifies any discharge into receiving waters in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from any regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge event, notice, or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice, or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for any affected water pollution control practices.

Report of First-Time Non-Storm Water Discharge

The Contractor shall notify the Engineer at least 3 days in advance of each first-time non-storm water discharge event, excluding exempted discharges. The Contractor shall notify the Engineer of each different operation causing a non-storm water discharge and shall obtain field approval for each first-time non-storm water discharge. Non-storm water discharges shall be monitored at each first-time occurrence and routinely thereafter.

Annual Certifications

By June 15 of each year, the Contractor shall complete and submit an Annual Construction Activity Certification as contained in the Preparation Manual to the Engineer.

PAYMENT

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate; and
- B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, removing, and disposing of water pollution control practices, including non-storm water and waste management and materials pollution water pollution control practices except those shown on the plans and for which there is a contract item of work, and excluding developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The cost of maintaining the temporary water pollution control practices shall be divided equally by the State and the Contractor as follows:

Soil Stabilization

All temporary water pollution control practices except:

SS-1 Scheduling

SS-2 Preservation of Existing Vegetation

Sediment Control

All temporary water pollution control practices.

Tracking Control

All temporary water pollution control practices except:

SC-7 Street Sweeping and Vacuuming

Wind Erosion Control

All temporary water pollution control practices.

Non-Storm Water Control

No sharing of maintenance costs will be allowed.

Waste Management & Material Control

No sharing of maintenance costs will be allowed.

The division of cost will be made by determining the cost of maintaining temporary water pollution control practices in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications and paying to the Contractor one-half of that cost. Clean-up, repair, removal, disposal, improper installation, and replacement of temporary water pollution control practices damaged by the Contractor's negligence shall not be considered as included in the cost for performing maintenance and no additional compensation will be allowed therefor.

The provisions for sharing maintenance costs shall not relieve the Contractor from the responsibility for providing appropriate maintenance on those items where maintenance costs are not shared.

Full compensation for maintenance costs of water pollution control practices not shared, as specified in these special provisions, shall be considered as included in the contract lump sum price paid for water pollution control and no additional compensation will be allowed therefor.

Those water pollution control practices which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions of this section "Water Pollution Control (Storm Water Pollution Prevention Plan)," as determined by the Engineer.

Retention for failure to conform to the provisions in this section "Water Pollution Control (Storm Water Pollution Prevention Plan)" shall be in addition to the other retention provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that an approved SWPPP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

10-1.03 TURBIDITY CONTROL

Turbidity control work shall consist of implementing control measures to protect existing environmental resources adjacent to the limits of marine work including eelgrass beds. Turbidity control shall conform to the requirements in Section 7-1.01G, "Water Pollution Control," of the Standard Specifications, and these special provisions and with all regulatory permits and waste discharge requirements pertaining to marine work within the project limits.

Monitoring of the turbidity control measures will be performed in marine environmentally sensitive areas (ESA) by the Engineer using field measured turbidity and light transmissivity as described in this special provision.

Attention is directed to "Environmentally Sensitive Areas" of these special provisions.

Forty working days prior to beginning work in marine environments, the Contractor shall submit, for review and approval by the Engineer, a Turbidity Control Plan for performing the work. The Contractor shall allow 10 working days for the Engineer to review and approve the plan. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the plan within 10 working days of receipt of the Engineer's comments and shall allow 5 working days for the Engineer to review and approve the revisions. The Turbidity Control Plan shall describe equipment used to do the work, operation schedule, deployment of turbidity control measures and containment contingency. Plans and working drawings shall be submitted in accordance with the provisions in Section 5-1.02 "Plans and Working Drawings" of the Standard Specifications and these special provisions. Three copies of the plan shall be furnished to the Engineer initially with equal copies furnished following subsequent revisions and updating. Final approval of the plan will be subject to field testing. The Contractor shall demonstrate that the proposed turbidity control measures work as intended under actual working and field conditions.

Measures and operations that do not adequately control turbidity, as determined by monitoring, shall be revised and the proposed Turbidity Control Plan amended accordingly. Further field testing shall continue until changes have been implemented or revision in operations made to successfully implement turbidity control.

The Contractor shall not perform additional marine work that will cause turbidity until the proposed field testing successfully verifies the effectiveness of the program, plan and operation schedule subject to written approval by the Engineer.

The State will not be liable for failure to accept all or any portion of an originally submitted or revised plan or program to control turbidity, nor any delays to the work due to the Contractor's failure to submit and field verify an acceptable plan or program to control turbidity. Acceptance by the Engineer is deemed necessary by the Department to verify probable functionality of the Contractor's Turbidity Control Plan. However, acceptance of the approach and plan shall not alleviate the contractor of any obligation to achieve on-going compliance with any narrative or numerical standards as established in the requirements of Section 7-1.01G, "Water Pollution Control," of the Standard Specifications, these special provisions, and all regulatory permits and waste discharge requirements pertaining to marine work within the project limits.

TURBIDITY AND LIGHT ATTENUATION STANDARDS

Notwithstanding any lesser standards on turbidity and/or light penetration impacts associated with construction that may exist through regulatory permit conditions, the Department has developed the following standards to be protective of eelgrass habitats located within the ESA adjacent to areas of marine work. For turbidity measurements, an optical backscatter meter providing a minimum of 30-second weighted average turbidity reading in mg/liter or nephelometric turbidity units (NTU) will be used to collect readings. The meter will be capable of measurements to ± 2 NTU and will be calibrated per manufacturer's recommendations. Light transmissivity will be measured using dual photosynthetically active radiation sensors positioned in an array to allow for collection of light attenuation and transmissivity data. Compliance with turbidity and light attenuation standards will be based on deviations above ambient conditions as determined by the Engineer based on daily measurements taken at established representative reference stations in the ESA. The Contractor's operations shall be in compliance with the turbidity and light attenuation standards at the ESA boundary. Compliance will be determined by the Engineer based on measurements taken within the projected limits of turbidity impacts for the Contractor's daily operations.

Depth averaged turbidity measured at the established locations along the ESA boundary shall not exceed 10 percent above ambient levels. This restriction applies for any period of monitoring, day or night. The diffuse attenuation coefficient (DAC) measured at the established locations along the ESA boundary shall not exceed ambient levels by an amount that would result in a 10 percent or greater reduction in light transmittance for an accumulated period longer than 8 hours in a given week during the months of January, February, March, October, November, December and 16 hours in a given week during the months of April, May, June, July, August, and September.

In the event that reduced light transmittance time period allocations are exceeded during any given week, the Contractor shall not be allowed any further time above the 10 percent level during subsequent weeks until the deficit hours are recovered in full. Furthermore, the DAC measured at the established locations along the ESA boundary shall not exceed ambient levels by an amount that would result in a 20 percent or greater reduction in light transmittance.

If measured turbidity or light attenuation exceed the established limits, as determined by monitoring, appropriate control measures shall be implemented by the Contractor or the construction activity will be suspended to reduce turbidity and light attenuation to within the described limits or as ordered by the Engineer. Suspension of work to allow for a reduction of turbidity and light attenuation shall be for a maximum of 24 hours as a result of any given period when limits are exceeded. At that time, the Engineer will determine if favorable conditions for continuing the work exist. In the event that a revision of the turbidity control plan is ordered by the Engineer, the suspended work shall not be resumed until the revised plan is approved in writing by the Engineer. All decisions regarding contract adjustment for the suspended work will conform to Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

The Engineer will conduct turbidity and light attenuation monitoring at 2-hour intervals or as dictated by Contractor's work schedule and environmental conditions. Straight-line interpolation between values observed at monitoring intervals will be used to determine the accumulation of time above the allowable limits. The Contractor may request additional monitoring to track these parameters and minimize accumulation of hours above the allowable limits. At the Engineer's option, additional monitoring costs will be deducted from progress pay estimates due the Contractor sufficient to pay for the additional monitoring.

CONTROL MEASURES

The Contractor shall implement appropriate measures to control turbidity in all marine work areas within the project limits. In order to provide effective and continuous control of turbidity, the marine work may require operational restrictions in combination with several control measures deployed strategically to provide turbidity control.

At a minimum, the Contractor shall consider implementation of the following turbidity control measures to prevent turbidity greater than limits specified in these special provisions and permits issued for the work:

- A. Minimizing or limiting marine activity/movement during periods of greatest risk of sediment disturbance and/or drift.
- B. Modifying construction practices to minimize sediment disturbance and drift;
- C. Modifying dredging equipment (e.g. watertight clamshell);
- D. Modifying size and type of marine equipment employed; and
- E. Installing engineered silt curtains;

Once control measures are no longer deemed necessary, all materials shall be disposed of in accordance with Section 7-1.13, "Disposal of Material outside the Highway Right of Way" of the Standard Specifications.

CONTAINMENT CONTINGENCY

The Contractor shall include in the Turbidity Control Plan a contingency plan for correcting turbidity control failures. The contingency plan shall include instructions and procedures for reporting failures to control turbidity and a list of activities, containment and collection materials and equipment to be maintained on site.

Nothing in this section, "Turbidity Control," will be construed as relieving the Contractor of full responsibility of complying with Section 7-1.16 "Contractor's Responsibility for the Work and materials" of the Standard Specification.

PAYMENT

The contract lump sum price paid for prepare turbidity control plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in preparing the Turbidity Control Plan as specified in these special provisions and as directed by the Engineer.

The contract lump sum price paid for turbidity control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in modifying construction operations, furnishing, installing, deploying, maintaining, and removing and disposing of various control measures, and providing all necessary maintenance of turbidity control measures complete in place as specified in these special provisions and as directed by the Engineer.

10-1.04 NON-STORM WATER DISCHARGES

This work shall consist of performing, installing, monitoring, maintaining, and removing when no longer required, non-storm water discharge facilities and waste management devices in accordance to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and in "Water Pollution Control (Storm Water Pollution Prevention Plan) of these special provisions and as directed by the Engineer.

Conformance with the requirements of this section shall not relieve the Contractor's from his responsibilities, as provided in Sections 7-1.11, "Preservation of Property," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

EXCAVATION DEWATERING

The Contractor shall graphically depict the dewatering process within the Storm Water Pollution Prevention Plan (SWPPP), as specified in "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions. The graphic shall show in details the methods and measures that will be used to prevent the flow of surface water into excavations. The graphic shall show both a sectional and plan view that details the removal techniques for suspended solids. The graphic shall define the flow path and placement of pipes, hoses, pumps, and other equipment used to convey the discharge. In addition, the Contractor shall provide a drawing that depicts the general position of the dewatering measures relative to the excavations undergoing dewatering and the point of effluent discharge. The written descriptions of the dewatering operation shall include, but are not limited to, an estimate of the discharge volume, flow rate, and frequency; location of discharge; performance capabilities of treatment measures; and the inspection and monitoring procedures related to the discharge.

Suspended solids shall be removed to the extent that visible, floating products are not apparent within the discharge. The discharge shall be of a purity such that turbidity and apparent color beyond the present natural background levels are not apparent within the receiving water body. The turbidity, measured in Nephelometric Turbidity Units (NTU), of the discharge shall not be greater than a 10 percent increase of the background turbidity. The point of effluent discharge shall not cause bottom sediments, aquatic vegetation or surface soils to become dislodged or disturbed.

The Contractor shall monitor both the discharge and the receiving water body. The observations or measurements made during monitoring shall include the color, size of affected area, presence of suspended material, presence of water fowl or aquatic wildlife, wind direction and velocity, atmospheric condition, time, date, pH, and a turbidity measurement in NTU. The Contractor shall supplement the observations with photographs. The Contractor shall conduct monitoring, at a minimum of 1 hour prior to discharge, during the first 10 minutes of initiating discharge, every 4 hours during discharge, and upon cessation of the discharge. The observations shall be recorded on the inspection forms to be provided by the Engineer. Completed inspection forms, including photographs, shall be provided to the Engineer, on a weekly basis or as directed by the Engineer.

Observations which indicate that the discharge is of a visible purity such that turbidity and apparent color are beyond the present natural background levels shall be immediately reported to the Engineer. The discharge activity shall cease so that corrective actions are undertaken to repair, modify or replace the equipment. The commencement of discharge activities shall be upon approval by the Engineer.

STOCKPILE DEWATERING

The Contractor shall prevent the flow of water, including ground water, surface runoff and tidal flow from entering any temporary stockpiles on land.

The Contractor shall depict and describe in the Storm Water Pollution Prevention Plan (SWPPP), as specified in "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions, the methods and measures that will be used to dewater the temporary stockpiles when free liquids are present, to seal the sides and bottom of the temporary stockpiles, and to prevent the flow of water into the stockpiles.

All water removal from temporary stockpiles shall be handled in accordance with the permits specified in "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions. The Contractor is responsible for all work, records, reports, and costs involved in handling the water in accordance with the permits. The Contractor shall supply all analytical data, dewatering volume records, and written requests for discharge to the Engineer for approval prior to discharging any water. The Engineer shall have up to 7 calendar days for review and approval of discharge. Water that does not meet discharge requirements shall not be discharged on the site or to the storm drainage or to the sanitary sewer systems. The Contractor is responsible for either treating such water to meet the requirements for discharge or hauling such water off site to an appropriately licensed liquid disposal facility. Penalties assessed against the State for permit non-compliance by the Contractor will be borne by the Contractor. Such penalties will be deducted from the monthly progress payment.

INSPECTION

The Contractor shall conduct a daily inspection of the dewatering equipment, when in use, to ensure that all components are functional and routinely maintained to prevent leakage prior to removal of groundwater contaminants including suspended solids. Observations indicating that the dewatering equipment is not functioning properly shall be immediately reported to the Engineer. The discharge activity shall immediately cease, and corrective actions shall be undertaken to repair, modify, or replace the equipment. The commencement of discharge activities shall be allowed upon approval by the Engineer.

SPILL CONTINGENCY

The Contractor shall prepare and submit to the Engineer a contingency plan for the management of spills or leaks of any materials or wastes that may impact the water quality of the San Francisco Bay. The spill contingency plan shall be incorporated within the SWPPP, as specified in "Water Pollution Control" of these special provisions. The contingency plan shall include instructions and procedures for reporting spills, and a list of spill containment and collection materials and equipment to be maintained onsite. The contingency plan shall be reviewed and updated at least every 90 calendar days.

LIQUIDS, RESIDUES AND DEBRIS

The control and disposal of liquids, residues, and debris associated with all activities shall be described within the SWPPP, as specified in "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions. The SWPPP shall, at a minimum, depict and describe the procedural and structural methods of detaining, collecting, and disposing of all slurries, liquids, residues, and debris associated with the operations. Sufficient redundancy shall be incorporated into the procedural and structural methods such that the liquids, residues, and debris are not conveyed into or become present in drainage systems, San Francisco Bay, or other water bodies.

PAYMENT

Full compensation for conforming to the requirements of non-storm water discharges of these special provisions shall be considered as included in the lump sum price paid for water pollution control no additional compensation will be allowed therefor.

10-1.05 TEMPORARY FENCE (TYPE ESA)

Temporary fence (Type ESA) shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer. Temporary fence (Type ESA) shall be used on land only.

Temporary fence (Type ESA) shall be constructed prior to any clearing and grubbing work and a sufficient distance from protected plants to enclose all of the foliage canopy and not encroach upon visible roots of the plants.

Temporary fence (Type ESA) shall be located so that it will be unobstructed from view by heavy equipment operators and other construction personnel.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein. Fabric used for temporary fence (Type ESA) shall also conform to the following:

Specification	Requirement
Material:	Polypropylene or Polyethylene
Color:	Orange
Mesh opening:	50 mm x 50 mm
UV Resistance:	Fully Stabilized
Fabric Width, min.:	1.22 m

Posts shall be either metal or wood at the Contractor's option, and shall be suitable for the purpose intended. Metal posts shall have a minimum diameter of 21.5 mm x 1600 mm in length. Wood posts shall be fir or pine and shall be a minimum of 25 mm x 50 mm x 1600 mm in length. Posts shall be driven into the soil a minimum of 400 mm. Posts shall be placed at a minimum of 2 meters on centers and shall at all times support the fence in a near vertical, upright position.

Galvanizing and painting of steel items will not be required.

Treating wood with a wood preservative shall not be allowed.

Concrete footings for posts will not be required.

Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence (Type ESA) shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Holes caused by the removal of temporary fence (Type ESA) shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MAINTENANCE

Clean-up, repair, removal, disposal, improper installation and replacement of temporary fence (Type ESA) damaged through the Contractor's negligence shall be considered as included in the cost for performing maintenance and no additional compensation will be allowed therefor.

MEASUREMENT AND PAYMENT

Temporary fence (Type ESA) shall be measured in the manner specified for permanent fences in Section 80, "Fences," of the Standard Specifications.

The contract price paid per meter for temporary fence (Type ESA) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing temporary fence (Type ESA) complete in place, including installation, maintenance, removal and disposal of materials as specified in these special provisions and as directed by the Engineer.

10-1.06 TEMPORARY CONCRETE WASHOUT FACILITY

Temporary concrete washout facilities shall be constructed, maintained, and later removed as shown on the plans, in conformance with these special provisions and as directed by the Engineer.

Temporary concrete washout facilities shall be installed prior to beginning any placement of concrete and located a minimum of 15 m from storm drain inlets, open drainage facilities, and watercourses, unless determined infeasible by the Engineer. Each facility shall be located away from construction traffic or access areas to prevent disturbance or tracking.

Temporary concrete washout facilities shall be constructed on grade or below grade at the option of the Contractor. These facilities shall be constructed to contain all liquid and concrete waste without seepage, spillage or overflow.

MATERIALS

Materials used in the construction of temporary concrete washout facility shall conform to the following:

- A. **PLASTIC SHEETING.**—Plastic sheeting shall be new and a minimum of 0.33 mm thick polyethylene sheeting and shall be free of holes, tears or other defects that compromise the impermeability of the material. Plastic sheeting shall not have seams or overlapping joints.
- B. **ROCK BAG.**—Rock bag fabric shall be non-woven polypropylene, with a minimum unit weight of 250 g/m². The fabric shall have a mullen burst strength of at least 2500 kPa, per ASTM Designation: D3786 and an ultraviolet (UV) stability exceeding 70 percent at 500 hours. Rock bags shall have a length of 600 mm to 800 mm, width of 400 mm to 500 mm, thickness of 150 mm to 200 mm, and shall be filled to a weighted mass ranging from 13 kg to 22 kg. Rock bag fill material shall be non-cohesive, gravel, free from deleterious material. After filling, the opening shall be secured such that rock shall not escape from the bag.
- C. **STRAW BALES.**—Straw for straw bales shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications.

Each straw bale shall be a minimum of 360 mm wide, 450 mm in height, 900 mm in length and shall have a minimum mass of 23 kg. The straw bale shall be composed entirely of vegetative matter, except for binding material.

Bales shall be bound by either wire, nylon or polypropylene string. Jute and cotton binding shall not be used. Wire shall be a minimum of 1.57 mm (16-gage) baling wire. Nylon or polypropylene string shall be approximately 2 mm in diameter with 360 N of breaking strength.
- D. **STAKES.**—Stakes shall be 50 mm x 50 mm wood posts. Each stake shall have a minimum length of one meter. Metal stakes may be used as an alternative. The Contractor shall submit a sample of the metal stake to the Engineer for approval prior to installation. The tops of the metal stakes shall be bent over at a 90-degree angle. No additional compensation will be allowed for the use of a metal stake.
- E. **STAPLES.**—Staples shall be made of 11-gage minimum steel wire and shall be U-shaped with 200-mm legs and 50-mm crown.
- F. **GEOTEXTILE.**—Geotextile shall be manufactured from one or more of the following materials: polyester, nylon or polypropylene. Geotextile shall be, at the option of the Contractor, either a woven filament or nonwoven type fabric conforming to the following:

	Woven	Non-Woven
Weight, grams per Square Meter, Min. ASTM Designation: D3776	200	200
Grab Tensile Strength, Newtons (N), Min. ASTM Designation: D4632	890	650
Elongation at Break, Percent, Max. ASTM Designation: D4632	35 Max.	50 Min.

Geotextile shall be furnished in an appropriate protective cover, which shall protect it from ultraviolet radiation and from abrasion due to shipping and handling, and shall remain covered until installation. Geotextile shall be accompanied by a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

- G. **AGGREGATE BASE.**— Aggregate base shall conform to the provisions in "Aggregate Base," of these special provisions.

MAINTENANCE AND REMOVAL

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 100 mm for on grade facilities and 300 mm for below grade facilities. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Minor holes and tears in the plastic sheeting may be taped as long as the repair does not compromise the impermeability of the material.

When temporary concrete washout facilities are no longer required for the work, as determined by the Engineer, the hardened concrete shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Materials used to construct temporary concrete washout facilities shall become the property of the Contractor, shall be removed from the site of the work, and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

PAYMENT

The quantity of temporary concrete washout facility to be paid for shall be determined by each unit installed. If the Contractor removes the temporary concrete washout facility in order to facilitate any other work, the temporary concrete washout facility shall be replaced by the Contractor at no additional cost to the State.

The contract unit price paid for temporary concrete washout facility shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in temporary concrete washout facility, complete in place, including maintaining, removing and disposing of temporary concrete washout facility; including installing, maintaining, removing and disposing of concrete washout sign, as shown on the plans, as specified in Section 15-3.02, "Removal Methods," of the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.07 TEMPORARY EROSION CONTROL

Temporary erosion control shall conform to the provisions for erosion control in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Attention is directed to "Water Pollution Control" of these special provisions.

Temporary erosion control work shall consist of applying erosion control materials to unfinished embankment slopes, excavation slopes and other inactive and unfinished active areas as directed by the Engineer. Temporary erosion control work shall be completed in the designated areas during the period starting October 15 and ending May 15.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and the following:

Stabilizing Emulsion (Solids)

Stabilizing emulsion (solids) shall consist of a gypsum plaster processed into a dry, ground powder of calcium sulfate hemi-hydrate. Plaster shall be furnished either in bags or bulk. Plaster that has set into a lumpy or caked condition prior to use shall be rejected.

Stabilizing emulsion (solids) shall be formulated specifically for use in erosion control and soil stabilization. Emulsion (solids) shall be non-corrosive and water-soluble emulsion such that, upon application, cures to a water insoluble binding and cementing agent.

Color Hardener

Coloring material shall consist of a processed powdered cementitious hardener with a muted green color conforming to ASTM C 979.

APPLICATION

Temporary erosion control materials shall be applied as follows

- A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	840
Stabilizing Emulsion (solids)	6740
Color Hardener	54

- B. The dilution of stabilizing emulsion (solids) to water (liter) per hectare shall be as required to facilitate even application of material. Several applications may be required to apply all specified materials. Stabilizing emulsion (solids) and color hardener (solids) shall be added to the water and fiber mixture in the tank.
- C. Stabilizers shall not be applied to areas with standing water.
- D. Soil stabilizer shall be applied in a down slope direction to provide uniform coverage when possible. Application of material shall be performed during dry weather with a minimum of 8 hours of dry weather predicted following application prior to any anticipated rain.

Due to the cementitious nature of the stabilizing emulsion (solids) and color hardener, it is recommended that application of the soil stabilizer be performed continuously without interruption to prevent setting up of the material. All equipment used to apply soil stabilizer shall be flushed immediately following application and cleaned thoroughly as soon as possible as recommended by the manufacturer.

Any areas disturbed or displaced by construction operations or equipment following application shall be replaced by the Contractor at no cost to the State.

MEASUREMENT AND PAYMENT

Temporary erosion control work will be measured by the square meter or hectare, whichever is designated in the contract item. The quantity of temporary erosion control to be paid for by the square meter or hectare will be calculated on the basis of actual or computed slope measurements.

Items of temporary erosion control work will be either paid for at the contract price per square meter or hectare for temporary erosion control, whichever is involved in the temporary erosion control work and designated in the contract items.

Temporary erosion control placed at locations other than as shown on the project plans or directed by the Engineer, in conformance with the Contractor's "Storm Water Pollution Prevention Plan," will not be measured and will be paid for as specified in "Water Pollution Control (Storm Water Pollution Prevention Plan)" of these special provisions.

10-1.08 STABILIZED CONSTRUCTION ROADWAY

This work shall consist of constructing and maintaining stabilized construction roadway as shown on the plans, as directed by the Engineer, and as specified in these special provisions. When no longer required for the work, stabilized construction roadway shall be removed as specified in these special provisions.

The Contractor shall use stabilized construction roadway as one of the various measures to prevent water pollution. The "Storm Water Pollution Prevention Plan" shall graphically show the use of stabilized construction roadway in relation to other water pollution control work specified elsewhere in these special provisions.

MATERIALS

Materials shall conform the following:

Stabilized Construction Roadway Fabric

Stabilized construction roadway fabric shall be manufactured from one or more of the following materials: polyester, nylon or polypropylene. Stabilized construction roadway fabric shall be nonwoven, needle-punched type fabric conforming to the following:

Specification	Requirement
Mass per unit area, grams per square meter, min. ASTM Designation: D 5261	235
Grab Tensile Strength, 25 mm grip, kiloNewtons (kN), Min. ASTM Designation: D4632*	0.89
Elongation at Break, Percent, Min., ASTM Designation: D4632*	50
Toughness, grab tensile strength times percent elongation (kN x %)	53

* or appropriate test for method for specific polymer

Stabilized construction roadway fabric shall be free of any needles which may have broken off during manufacturing. It may be manufactured from either virgin polymer materials, recycled materials, or a combination of recycled and virgin polymer materials such as polyester polyethylene terephthalate 'PETE'. None of the materials, whether virgin or recycled, shall contain biodegradable filler materials that degrade the physical or chemical characteristics of the finished roll products. To confirm the absence of biodegradable filler materials the Engineer may order tests such as ASTM E 204 (Fourier Transformed Infrared Spectroscopy-FTIR) or other appropriate tests.

Stabilized construction roadway fabric shall be accompanied by a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificate of Compliance" of the Standard Specifications.

Aggregate

Aggregate shall range in size from 100 mm to 150 mm, shall be angular to subangular in shape, and shall conform to the provisions in Section 26, "Aggregate Base," of the Standard Specifications and these special provisions.

INSTALLATION

Stabilized construction roadway shall be installed as shown on the plans and as follows:

- A. Prior to placing the stabilized construction roadway fabric, the areas shall be cleared of all trash and debris. Vegetation shall be removed to the ground level. Cleared trash, debris, and removed vegetation shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.
- B. The ground to receive stabilized construction roadway fabric shall be graded to a uniform plane, watered and compacted, and shall be free of sharp objects that may damage the stabilized construction roadway fabric and shall be graded to drain as shown on the plans.
- C. Stabilized construction roadway fabric shall be handled and placed in accordance with the manufacturer's recommendation and shall be positioned longitudinally and pulled taut to form a tight, wrinkle-free mat along the alignment of the stabilized construction roadway.
- D. Adjacent borders of the fabric shall be overlapped a minimum of 300 mm.
- E. Stabilized construction roadway fabric placed shall be covered with aggregate within 72 hours.

- F. Aggregate to be placed directly over the fabric shall be spread in the direction of traffic, longitudinally along the alignment of the stabilized construction roadway. Stockpiling aggregate directly on the stabilized construction roadway fabric is not allowed. Once a sufficient working platform has been constructed, all remaining materials shall be uniformly placed and spread with 1:4 (V:H) tapers at the perimeter edges of the stabilized construction roadway where it conforms to existing roadway.
- G. During spreading of the aggregate, vehicles or equipment shall not be driven directly on the fabric. A minimum thickness of 203 mm of aggregate shall be maintained between the fabric and the equipment to prevent damage to the fabric. Damage to the fabric resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.
- H. Should the fabric be damaged prior to or during placement of aggregate, the damaged section shall be repaired by placing a new piece of fabric over the damaged area. The piece of fabric shall be large enough to cover the damaged area and provide a minimum 450 mm overlap on all edges. Fabric damaged beyond repair, as determined by the Engineer, shall be replaced.
- G. Damaged fabric materials shall be disposed of outside the highway right of way in conformance to the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.
- J. Aggregate shall be spread flush or slightly below conforms and with adjacent drainage inlets and aprons. Aggregate shall be tapered to achieve an even transition to the drainage inlet grate.

MAINTENANCE

The Contractor shall maintain stabilized construction roadway, throughout the contract period. The Contractor shall prevent displacement or migration of the aggregate surfacing. Any significant depressions, as determined by the Engineer, which form due to settling or heavy traffic shall be repaired by the Contractor.

Stabilized construction roadway, shall be maintained to minimize tracking of soil and sediment onto paved roads. If the efficiency of a stabilized construction roadway to minimize tracking of soil and sediment is compromised by the buildup of soil and sediment, or by other means, as determined by the Engineer, the Contractor shall remove and dispose of the soil and sediment, or spread additional aggregate.

Pavement cleaning shall be required at all locations where construction equipment is visibly tracking sediments onto the roadway.

Pavement cleaning shall be required each and every day when stabilized construction roadway are in use. Soil and sediment or other extraneous material tracked onto pavement shall not be allowed to enter drainage facilities and shall be removed at least once each day.

Once the stabilized construction roadway are no longer needed, the aggregate, stabilized construction roadway fabric, and any soil and sediments shall be removed and disposed of as provided for in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications. Following removal of the stabilized construction roadway, areas shall be graded smooth and compacted to conform with adjacent areas.

PAYMENT

The contract price paid per cubic meter for stabilized construction roadway shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing stabilized construction roadway, complete in place, including maintenance and removal, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for stabilized construction roadway fabric shall be considered as included in the contract price paid per cubic meter for stabilized construction roadway and no separate payment will be made therefor.

10-1.09 TEMPORARY ENTRANCE/EXIT

This work shall consist of constructing and maintaining the temporary entrance/exit as shown on the plans, as directed by the Engineer, and as specified in these special provisions. When no longer required for the work, the temporary entrance/exit shall be removed as specified in these special provisions.

The type of temporary entrance/exit shall be either Type 1 or Type 2 at the option of the Contractor.

The Contractor shall use temporary entrance/exit as one of the various measures to prevent water pollution. The Water Pollution Control Program shall graphically show the use of temporary entrance/exit in relation to other water pollution control work specified elsewhere in these special provisions.

MATERIALS

Materials shall conform to the following:

Temporary Stabilization Fabric

Temporary stabilization fabric shall be manufactured from one or more of the following materials: polyester, nylon or polypropylene. Temporary stabilization fabric shall be, at the option of the Contractor, either a woven filament or nonwoven type fabric conforming to the following:

	Woven	Non-Woven
Weight, grams per Square Meter, Min. ASTM Designation: D3776	200	200
Grab Tensile Strength, Newtons (N), Min. ASTM Designation: D4632	890	650
Elongation at Break, Percent, Max. ASTM Designation: D4632	35 Max.	50 Min.

Temporary stabilization fabric shall be furnished in an appropriate protective cover, which shall protect it from ultraviolet radiation and from abrasion due to shipping and handling, and shall remain covered until installation. Temporary stabilization fabric shall be accompanied by a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Aggregate

Aggregate shall be uniformly graded angular rock or cobble ranging in size from 76.2 mm to 180 mm, and shall be of such a nature that it can be spread and compacted to produce a stable driving surface.

Steel Ribbed Panels

Manufactured steel ribbed panels with raised bars shall be provided in individual sections. Steel plate shall be a minimum 12.7 mm thick. Bars shall be a minimum of 38.1 mm in height, approximately 12.7 mm thick at the base and tapered to 6.35 mm thick at the top of the bar, and shall be uniformly distributed 190.5 mm apart longitudinally throughout the full section of each panel. Raised bars shall be welded to the bottom plate. Each panel shall have a nominal dimension of 3 m x 2.43 m with an approximate weight of 1454 kg for each panel. Each end of the panel shall have a slot or hooked section to facilitate coupling at the ends.

CONSTRUCTION

The temporary entrance/exit shall be installed as shown on the plans and as follows:

- A. Prior to placing the temporary stabilization fabric, the areas shall be cleared of all trash and debris. Vegetation shall be removed to the ground level. Cleared trash, debris, and removed vegetation shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.
- B. Temporary stabilization fabric shall be handled and placed in accordance with the manufacturer's recommendation and shall be positioned longitudinally along the alignment, pulled taut to form a tight, wrinkle-free mat. The ground to receive temporary stabilization fabric shall be graded to a uniform plane, watered and compacted, and shall be free of sharp objects that may damage the temporary stabilization fabric.
- C. Adjacent borders of the fabric shall be overlapped a minimum of 450 mm.
- D. Temporary stabilization fabric placed shall be covered with aggregate within 72 hours.
- E. Aggregate to be placed directly over the fabric shall be spread in the direction of fabric overlaps. Stockpiling aggregate directly on the temporary stabilization fabric is not allowed. Once a sufficient working platform has been constructed, all remaining materials shall be uniformly placed and spread with 1:4 (V:H) tapers at the perimeter edges of the temporary entrance/exit where it conforms to existing roadway.
- F. During spreading of the aggregate, vehicles or equipment shall not be driven directly on the fabric. A sufficient thickness of aggregate shall be maintained between the fabric and the equipment to prevent damage to the fabric. Damage to the fabric resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.
- G. Should the fabric be damaged during placing, the damaged section shall be repaired by placing a new piece of fabric over the damaged area. The piece of fabric shall be large enough to cover the damaged area and provide a minimum 900 mm overlap on all edges.

For Type 2 temporary entrance/exit, a minimum of 3 panel sections coupled to one another is required at each temporary entrance/exit. Prior to installing panels, the ground surface shall be cleared of all debris, which may prevent uniform contact with the ground surface.

MAINTENANCE

The Contractor shall maintain the temporary entrance/exit, throughout the contract period. The Contractor shall prevent displacement or migration of the aggregate surfacing or steel ribbed panels. Any significant depressions, as determined by the Engineer, which form due to settling or heavy traffic shall be repaired by the Contractor.

The temporary entrance/exit shall be maintained to minimize tracking of soil and sediment onto paved roads. If the efficiency of a temporary entrance/exit to minimize tracking of soil and sediment is compromised by the buildup of soil and sediment, or by other means, as determined by the Engineer, the Contractor shall remove and dispose of the soil and sediment in conformance with Section 19, "Earthwork," of the Standard Specifications and these special provisions. Installation of additional steel ribbed panels will be determined by the Engineer and will be paid for as extra work.

Pavement cleaning shall be required at all locations where construction equipment is visibly tracking sediments onto the roadway.

Pavement cleaning shall be required every day when a temporary entrance/exit is in use. Soil and sediment or other extraneous material tracked onto pavement shall not be allowed to enter drainage facilities and shall be removed at least once each day.

Once a temporary entrance/exit is no longer needed, steel ribbed panels shall be removed. The aggregate and temporary stabilization fabric shall be removed and disposed of as provided for in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. All soil and sediments shall be removed and disposed of as provided in Section 19, "Earthwork," of the Standard Specifications and these special provisions. Following removal of the temporary entrance/exit, areas shall be graded smooth and compacted to conform with adjacent areas.

PAYMENT

The quantity of the temporary entrance/exit shall be paid by each unit installed. The contract unit price paid for temporary entrance/exit shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing, maintaining and removing temporary entrance/exit complete in place, including transporting and disposing of soil and sediments removed from temporary entrance/exit and any incidental grading required to grade and compact areas as specified in these special provisions, and as directed by the Engineer.

10-1.10 TEMPORARY COVER

Temporary cover shall conform to the details shown on the plans. The Contractor shall use temporary cover as one of the various measures to prevent water pollution. The Storm Water Pollution Prevention Plan shall graphically show the use of temporary cover in relation to other water pollution control work specified elsewhere in these special provisions.

MATERIALS

Materials shall conform to the following for either plastic or fabric sheeting:

If fabric is used, the fabric shall be a minimum 115 g/m² slit film woven fabric made of monofilaments of polypropylene. The fabric shall be non biodegradable, resistant to sunlight deterioration, inert to most soil chemicals and furnished with sealed edges on all sides to prevent unraveling. The fabric shall also conform to the following:

Properties	
Grab tensile strength	0.85-0.95 kn
Elongation at break (minimum)	15%

If plastic sheeting is used, the sheeting shall be polyethylene, new and a minimum of 0.33 mm thickness.

INSTALLATION

Fabric or plastic sheeting shall be placed and anchored as shown on the plans. Abutting edges shall overlap a minimum of a 0.6 m. Rock bags with a weighted mass ranging from 13 kg to 22 kg shall be placed on the overlap area and along the toe at a maximum spacing of 2.4 m. Anchoring temporary cover by using staples or wooden lath and anchors may be allowed instead of rock bags as determined by the Engineer. The Contractor shall submit details for any alternative anchoring system to the Engineer for approval prior to installation. Non-abutting edges shall be embedded a minimum of 150 mm in native soil.

MAINTENANCE

Temporary cover shall be maintained to provide efficient and effective cover. Anchoring devices shall be maintained to keep the cover in place. Any displacement of the cover or any anchoring devices shall be repaired accordingly as part of maintaining the temporary cover. Temporary cover damaged through the Contractor's negligence shall be repaired as part of maintenance work and no additional compensation will be allowed therefor.

When temporary cover is no longer required, temporary cover and all anchoring facilities shall be removed and disposed of as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

PAYMENT

The contract price paid per square meter for temporary cover shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, maintaining, removing and disposing of temporary cover, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. If the Contractor removes the temporary cover in order to facilitate any other work, the temporary cover shall be replaced and secured by the contractor at no additional cost to the State.

10-1.11 TEMPORARY SILT FENCE

Temporary silt fence shall conform to the details shown on the plans and these special provisions.

Temporary silt fence shall be furnished, installed, maintained, and removed at the locations determined by the Engineer.

Preparation shall conform to the provisions in Section 20-3.02, "Preparation," of the Standard Specifications.

Attention is directed to "Water Pollution Control" of these special provisions.

MATERIALS

Materials for temporary silt fence shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and the following:

Temporary silt fence shall be a prefabricated silt fence of woven polypropylene with or without an integral reinforcement layer of the same material. Silt fence fabric shall have a minimum width of 900 mm and a minimum tensile strength of 0.44-kN, conforming to the requirements of ASTM Designation: D 4632.

INSTALLATION

Temporary silt fence shall be installed as shown on the plans.

When joints are necessary, the temporary silt fence shall overlap a minimum of 150 mm with both posts tied together.

Temporary silt fences shall be maintained to provide for adequate sediment holding capacity. Sediment deposits shall be removed when the sediment deposit reaches approximately one-third of the fence height. Removed sediment shall be deposited within the project in such a way that the sediment is not subject to erosion by wind or water, or as directed by the Engineer.

When no longer required for the intended purpose, as determined by the Engineer, temporary silt fence shall be removed from the site of the work.

Holes, depressions or any other ground disturbance caused by the removal of the temporary silt fence shall be backfilled and repaired in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MEASUREMENT AND PAYMENT

The quantity of temporary silt fence will be measured by the meter as determined from actual measurements, the measurements to be made parallel with the ground slope along the line of the completed temporary silt fence, deducting the widths of openings.

The contract price paid per meter for temporary silt fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary silt fence, complete in place, including trench excavation and backfill, and maintenance and removal of temporary silt fence, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Temporary silt fence placed at location other than as shown on the project plans or directed by the Engineer, in conformance with the Contractor's Storm Water Pollution Prevention Plan, will not be measured and will be paid for as specified in "Water Pollution Control" of these special provisions.

10-1.12 TEMPORARY FLEXIBLE CULVERTS

Temporary flexible culverts shall consist of, inlet flared end sections, tee dissipators, and drainage outlet protection, and shall conform to the details shown on the plans, and these special provisions.

Temporary flexible culverts shall be furnished, installed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

The size and type of temporary flexible culverts, flared end sections, and tee dissipators to be installed at each location shall be a minimum of 150 mm in diameter and shall be capable of sustaining the intended load and of discharging a quantity of water equivalent to the type and size of culvert shown on the plans. Adequacy as to equivalent strength and capacity shall be subject to approval, in writing, by the Engineer.

Angular rock cobble for drainage outlet protection shall conform to the provisions for aggregate in "Stabilized Construction Roadway," elsewhere in these special provisions.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Excavation and backfill for temporary flexible culverts shall be performed in a manner that will provide adequate support for the culvert with a firm, non-settling foundation for the roadbeds to be constructed over the culverts.

Temporary flexible culverts, temporary pipe connections, or temporary bulkheads that are damaged as a result of the Contractor's operation or equipment, during the progress of the work, shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work as determined by the Engineer, temporary flexible culverts shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Trenches and pits caused by the removal of temporary flexible culverts shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Regardless of the sizes or kinds of temporary flexible culverts installed, temporary flexible culverts will be measured and paid for by unit for the sizes of temporary flexible culverts shown on the plans and listed in the Engineer's Estimate in the same manner specified for corrugated metal pipe in Section 66-4.01, "Measurement," and Section 66-4.02, "Payment," of the Standard Specifications.

The contract unit price paid for temporary flexible culverts shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary flexible culverts, complete in place, including maintenance and removal, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.13 TEMPORARY GEOTEXTILE TUBE

A temporary geotextile tube shall be furnished, installed, maintained and removed as shown on the plans and in conformance with these special provisions, and as directed by the Engineer.

The temporary geotextile tube shall include scour apron and anchor tubes, and/or sandbags.

The successful bidder can obtain the temporary geotextile tube from one of the following sources:

- A. Bradley Industrial Textiles, Inc., P.O. Box 254, Valparaiso, FL, (850) 678-6111
- B. Synthetic Industries Construction Prod. Div., 4019 Industry Dr., Chattanooga, TN, (800) 621-0444
- C. TC Mirafi, 365 S. Holland Dr., Pendergrass, GA, (800) 234-0484

Geotextile tube and scour apron shall be manufactured from polyester fibers.

Geotextile tube and scour apron shall be woven and shall conform to the following:

A.

Property	Value	ASTM Test Designation
Minimum Wide Width Tensile	175 kN /m	D4595
Maximum Wide Width Elongation	15 %	D632
Minimum Trapezoidal Tear	2.7 kN	D4533
Minimum Puncture Strength	1.8 kN	D4833
Minimum Seam Strength (Factory)	105 kN/m	D4884
Maximum Apparent Opening Size	0.425mm	D4751
Minimum Accelerated UV Resist	65%	D4355

- B. Fill ports: The geotextile tube shall be manufactured with fill ports sewn into the top of the tube. The ports shall be 300 to 450 mm in diameter and 0.9 to 1.5 m in length. Fill ports shall be fabricated from the same geotextile as the main tube. Spacing along the geotextile tube shall be between 7.6 m and 30 m.
- C. Scour Apron: An apron of geotextile shall be used to protect the foundation of the geotextile tube from the undermining effects of scour due to wave action and tidal action. The apron will be required on the bay (outboard) side of the geotextile tube. Scour aprons shall be anchored by a small tube or sandbags attached to the apron.
- D. Experience level: Geotextile tubes and scour aprons shall be installed by personnel experienced in successfully filling large geotextile tubes (totaling at least 300 m under the direction of a manufacturer's representative). The Contractor shall submit a letter provided by the manufacturer listing projects meeting this requirement.
- E. Plan of Construction: The Contractor shall submit a Plan of Construction describing the sequence of operations for the construction and removal of the geotextile tubes. The plan shall address site preparation, deployment, and filling of tubes, placement of scour apron and anchor tubes/sand bags, and tie-out to the shoreline at each end of reach and removal procedures noting type of equipment to be used and measures deployed to control turbidity. Equipment to be used for geotextile tube construction shall be specified. The Engineer shall be allowed 5 working days for the approval of said plan.
- F. The acceptance of the material shall be based on "Certificate of Compliance" as provided in Section 6-1.07 of the Standard Specifications.
- G. Site Preparation: The surface upon which the geotextile tube is to be placed shall be graded smooth and free of debris and large depressions.
- H. Installation: Geotextile tube shall be handled and placed in accordance with the manufacturer's recommendations and these specifications.
- I. Fill material: The fill material shall be obtained from the designated borrow site to a uniform depth not to exceed 1.5 meters below the depth of the existing ground surface within the designated borrow areas as shown on the plans.
- J. Tube Placement: The main geotextile tube and scour apron shall be deployed along the alignment and secured in place as necessary to assure proper alignment after filling. No portion of the tube shall be filled until the entire tube segment has been fully anchored to the foundation along the correct alignment and pulled taut. Tolerance for deviation from the alignment shall be plus or minus 600 mm.
- K. Tube Overlaps: Tubes shall be overlapped at end joints so that there are no gaps. Beneath the geotextile tube, the ends of each geotextile scour apron shall be overlapped a minimum of 1.5 m.
- L. Tube Filling: After completing the deployment and anchorage of the geotextile tube, filling with sand from the borrow area shall commence per the approved Plan of Construction. The pumped sand discharge line shall be fitted with a "Y-valve" to allow control of the rate of filling. The system must be fitted with a suitable internal valve to regulate discharge into the tube. Any excess discharge shall be directed away from the tubes and towards the borrow area. The discharge pipe shall also be fitted with a pressure gage as an aid to monitor pressure within the tube. Discharge pressures at the tube fill port shall be limited to prevent damage to the fill port or geotextile tube.
- M. After filling the tube, the port sleeves shall be closed and attached to the main tube in a manner sufficient to prevent movement of the sleeve by subsequent wave action or other disturbances.
- N. Height to width ratio: The height to width ratio of the fully deployed geotextile tube shall be of such a value that will insure stability of the geotextile tube.
- O. Once the temporary geotextile tube is no longer needed, the material within the tube shall be reused in embankment.

PAYMENT

The contract lump sum price for temporary geotextile tube shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing and maintaining the temporary geotextile tube, complete in place, including removing and disposing of the temporary geotextile tube as shown on the plans and submitting of the plan of construction and manufacturer's documentation, as specified in these special provisions, and as directed by the Engineer.

10-1.14 COOPERATION

Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

It is anticipated that work by other contractors may be in progress adjacent to or within the limits of this project during progress of the work on this contract. The Contractor shall be responsible for coordinating with other contractors performing work within these contract limits.

Contracts which may be in progress during the working period of this contract, include, but are not necessarily limited to the following:

1. Contract No. 04-012024 constructing San Francisco-Oakland Bay Bridge structures, Route 80, in the City and County of San Francisco and Alameda County, between KP 1.6 (PM 1.0) and KP 1.6 (PM 1.0).
2. Contract No. 04-012014 constructing roadway, and ramps and Main Span Bridge structures, in the City and County of San Francisco, on Route 80, between Yerba Buena Island at KP 12.4 (PM 7.7) and the west end of Contract 04-012024 at KP 13.9 (PM 8.7).
3. Contract No. 04-012044 constructing San Francisco-Oakland Bay Bridge approach structure and roadway on Route 80, between the east end of Contract 04-012024 at KP 1.6 (PM 1.0) and San Francisco-Oakland Toll Plaza at KP 3.2 (PM 2.0).
4. Contract No. 04-002974 constructing Toll Operation Building, and ramps, at the south side of the San Francisco-Oakland Toll Plaza, on Route 80, between KP 1.6 (PM 1.0) and KP 3.7 (PM 2.3), in Alameda County.
5. Contract No. 04-014004 constructing Maintenance Buildings and Maintenance roadway access and reconstructing ramps, on Route 80, between KP 1.6 (PM 1.0) and San Francisco-Oakland Toll Plaza at KP 3.7 (PM 2.3), in Alameda County.
6. Contract No. 04-0435V4 providing Seismic Retrofit by Replacement, on Route 80 from West Anchorage San Francisco-Oakland Bay Bridge at KP 7.9 (PM 4.9) to 5th Street On/Off-Ramps at KP 9.5 (PM 5.9), in the City and County of San Francisco.
7. Contract 04-0435C4 providing Seismic Retrofit and Archeology Investigation, on Route 80, on Route 80 from West Anchorage San Francisco-Oakland Bay Bridge at KP 7.9 (PM 4.9) to 5th Street On/Off-Ramps at KP 9.5 (PM 5.9), in the City and County of San Francisco.
8. Contract No. 04-043554 providing Seismic Retrofit, on Route 80 from 0.2 Mile East of San Francisco Anchorage San Francisco-Oakland Bay Bridge at PM 5.8 (KP 9.3) to Yerba Buena Anchorage San Francisco-Oakland Bay Bridge at PM 7.6 (KP 12.2), in the City and County of San Francisco.
9. Contract No. 04-0435U4 providing Seismic Retrofit, on Route 80 from 0.2 Mile West of San Francisco Anchorage San Francisco-Oakland Bay Bridge at PM 5.5 (KP 8.9) to East End of Yerba Buena Tunnel at PM 7.8 (KP 12.6), in the City and County of San Francisco.

Work by State forces will be in progress within the contract limits during the working period of this contract.

10-1.15 PROGRESS SCHEDULE (CRITICAL PATH)

Progress schedules will be required for this contract. Progress schedules shall utilize the Critical Path Method (CPM). Attention is directed to "Cooperation," and "Obstructions" of these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7, "Legal Relations and Responsibility," of the Standard Specifications.

DEFINITIONS

The following definitions apply to this section "Progress Schedule (Critical Path)":

- A. Activity: Any task, or portion of a project, which takes time to complete.
- B. Baseline Schedule: The initial CPM schedule representing the Contractor's original work plan, as accepted by the Engineer.

- C. Controlling Operation: The activity considered at the time by the Engineer, within that series of activities defined as the critical path, which if delayed or prolonged, will delay the time of completion of the contract.
- D. Critical Path: The series of activities, which determines the earliest completion of the contract (Forecast Completion Date). This is the longest path of activities having the least amount of float.
- E. Critical Path Method: A mathematical calculation to determine the earliest completion of the contract represented by a graphic representation of the sequence of activities that shows the interrelationships and interdependencies of the elements composing a project.
- F. Current Contract Completion Date: The extended date for completion of the contract shown on the weekly statement of working days furnished by the Engineer in accordance with Section 8-1.06, "Time of Completion," of the Standard Specifications.
- G. Early Completion Time: The difference in time between the current contract completion date and the Contractor's scheduled early forecast completion date as shown on the accepted baseline schedule, or schedule updates and revisions.
- H. Float: The amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity or group of activities in the network.
- I. Forecast Completion Date: The completion date of the last scheduled work activity identified on the critical path.
- J. Fragnet: A section or fragment of the network diagram comprised of a group of activities.
- K. Free Float: The amount of time an activity can be delayed before affecting a subsequent activity.
- L. Hammock Activity: An activity added to the network to span an existing group of activities for summarizing purposes.
- M. Milestone: A marker in a network, which is typically used to mark a point in time or denote the beginning or end of a sequence of activities. A milestone has zero duration, but will otherwise function in the network as if it were an activity.
- N. Revision: A change in the future portion of the schedule that modifies logic, adds or deletes activities, or alters activities, sequences, or durations.
- O. Tabular Listing: A report showing schedule activities, their relationships, durations, scheduled and actual dates, and float.
- P. Total Float: The amount of time that an activity may be delayed without affecting the total project duration of the critical path.
- Q. Update: The modification of the CPM progress schedule through a regular review to incorporate actual progress to date by activity, approved time adjustments, and projected completion dates.
- R. Time Scaled Logic Diagram: A schematic display of the logical relationships of project activities, drawn from left to right to reflect project chronology with the positioning and length of the activity representing its duration.
- S. Bar Chart (Gantt Chart): A graphic display of scheduled-related information, activities or other project elements are listed down the left side of the chart, dates are shown across the top, and activity durations are shown as date-placed horizontal bars.
- T. State Owned Float Activity: The activity documenting time saved on the critical path by actions of the Engineer.
- U. Near Critical Path: A path having 30 working days or less of total float.

PRECONSTRUCTION SCHEDULING CONFERENCE

The Engineer shall schedule and conduct a Preconstruction Scheduling Conference with the Contractor's Project Manager and Construction Scheduler within seven days after the bidder has received the contract for execution. At this meeting, the requirements of this section of the special provisions will be reviewed with the Contractor. The Contractor shall be prepared to discuss its schedule methodology, proposed sequence of operations, the activity identification system for labeling all work activities, the schedule file numbering system, and any deviations it proposes to make from the Stage Construction Plans. Also, the Engineer and the Contractor shall review the requirements for all submittals applicable to the contract and discuss their respective preparation and review durations. All submittals and reviews are to be reflected on the Interim Baseline Schedule and the Baseline Schedule.

INTERIM BASELINE SCHEDULE

Within 15 days after approval of the contract, the Contractor shall submit to the Engineer an Interim Baseline Project Schedule which will serve as the progress schedule for the first 120 days of the project, or until the Baseline Schedule is accepted, whichever is sooner. The Interim Baseline Schedule shall utilize the critical path method. The Interim Baseline Schedule shall depict how the Contractor plans to perform the work for the first 120 days of the contract. Additionally, the Interim Baseline Schedule shall show all submittals required early in the project, and shall provide for all permits, and other non-work activities necessary to begin the work. The Interim Baseline Schedule submittal shall include a 3 1/2 inch floppy diskette which contains the data files used to generate the schedule.

The Engineer shall be allowed 10 working days to review the schedule and to provide comments, including the Contractor's application of the supplied scope breakdown structure. The Interim Baseline Schedule does not require Caltrans acceptance but all comments are to be implemented into the Baseline Schedule. Re-submittal of the Interim Baseline Schedule is not required. Late review of the Interim Baseline Schedule shall not restrain the submittal of the Baseline Schedule.

BASELINE SCHEDULE

Within 30 days after approval of the contract the Contractor shall submit to the Engineer a Baseline Project Schedule including the incorporation of all comments provided to the Interim Baseline Schedule. The Baseline Schedule shall have a data date of the day prior to the first working day of the contract. The schedule shall not include any actual start dates, actual finish dates, or constraint dates (except for Contract Milestone dates.) The Baseline Schedule shall meet interim milestone dates, contract milestone dates, stage construction requirements, internal time constraints, show logical sequence of activities, and must not extend beyond the number of days originally provided for in the contract.

All task activities shall be assigned to a project calendar. Each calendar shall identify a workweek, and holidays. Use different calendars for work activities that occur on different work schedules. Activities for the preparation and the review of submittals plus fabrication are to be assigned to the same calendar.

The Contractor shall not add job inefficiencies or weather days to a project calendar without prior approval by the Engineer.

The Contractor shall not assign negative lags to any activities.

The Baseline CPM Schedule submitted by the Contractor shall have a sufficient number of activities to assure adequate planning of the project and to permit monitoring and evaluation of progress and the analysis of time impacts. The Baseline Schedule shall depict how the Contractor plans to complete the whole work involved, and shall show all activities that define the critical path. Each activity shall have durations of not more than 20 working days, and not less than one working day unless permitted otherwise by the Engineer. All activities in the schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor. Multiple critical paths and near-critical paths shall be kept to a minimum, as determined by the Engineer. A total of not more than 50 percent of the baseline schedule activities shall be critical or near-critical, unless otherwise approved by the Engineer.

The Baseline Schedule shall not attribute negative float to any activity. State owned float shall be considered a resource for the exclusive use of the State. The Engineer may accrue State owned float by the early completion of review of any type of required submittal when it saves time on the critical path. The Contractor shall conduct a time impact analysis, when directed by the Engineer, to determine the effect of the action as described in "Time Impact Analysis" specified herein. The Engineer will document State owned float by directing the Contractor to update the State owned float activity on the next schedule update. The Contractor shall include a log of the action on the State owned float activity and include a discussion of the actions in the narrative report. The Engineer may use State owned float to mitigate past or future State delays by offsetting potential time extensions for contract change work orders.

The Contractor shall be responsible for assuring that all work sequences are logical and the network shows a coordinated plan for complete performance of the work. Failure of the Contractor to include any element of work required for the performance of the contract in the network shall not relieve the Contractor from completing all work within the time limit specified for completion of the contract. If the Contractor fails to define any element of work, activity or logic, the Contractor in the next monthly update or revision of the schedule shall correct it.

The Baseline Schedule shall be supplemented with resource allocations for every task activity to a level of detail that facilitates report generation based on labor craft and equipment class for the Contractor and subcontractors. The Contractor shall use average composite crews to display the labor loading of on-site construction activities. On the P3 resource dictionary, each resource should have the normal and maximum limits for the specified period of time. Based on the resource limits, the Contractor shall optimize and level labor to reflect a reasonable plan for accomplishing the work of the contract and to assure that resources are not duplicated in concurrent activities. Along with the baseline progress schedule, the Contractor shall also submit to the Engineer time-scaled resource histograms of the labor crafts and equipment classes to be utilized on the contract.

The Contractor shall not create hammock activities for the purpose of resources loading.

The Contractor shall require each subcontractor to submit in writing a statement certifying that the subcontractor has concurred with the Contractor's CPM, including major updates, and that the subcontractor's related schedule has been incorporated accurately, including the duration of activities, labor and equipment loading. Should the Baseline Schedule or schedule update, submitted for acceptance, show variances from the requirements of the contract, the Contractor shall make specific mention of the variations in the letter of transmittal, in order that, if accepted, proper adjustments to the project schedule can be made. The Contractor will not be relieved of the responsibility for executing the work in strict accordance with the requirements of the contract documents. In the event of a conflict between the requirements of the contract documents and the information provided or shown on an accepted schedule, the requirements of the contract documents shall take precedence.

Each schedule submitted to the Engineer shall comply with all limits imposed by the contract, with all specified intermediate milestone and contract completion dates, and with all constraints, restraints or sequences included in the contract. The degree of detail shall include factors including, but not limited to:

- A. Physical breakdown of the project;
- B. Contract milestones and completion dates, substantial completion dates, constraints, restraints, sequences of work shown in the contract, the planned substantial completion date, and the final completion date;
- C. Type of work to be performed, the sequences, and the major subcontractors involved;
- D. All purchases, submittals, submittal reviews, manufacture, fabrication, tests, delivery, and installation activities for all major materials and equipment, including submittal of requests for audits of manufacturers and fabricators in conformance with "Manufacturing and Fabrication Qualification Audit for Materials" of these special provisions;
- E. Preparation, submittal and approval of shop and working drawings and material samples, showing time, as specified elsewhere, for the Engineer's review. The same time frame shall be allowed for at least one resubmittal on all major submittals so identified in the contract documents;
- F. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors, railroads, and utilities as shown on the plans or specified in the specifications;
- G. Identification of each and every utility relocation and interface as a separate activity, including activity description and responsibility coding that identifies the type of utility and the name of the utility company involved;
- H. Actual tests, submission of test reports, and approval of test results;
- I. All start-up, testing, training, and assistance required under the Contract;
- J. Punchlist and final clean-up;
- K. Identification of any manpower, material, or equipment restrictions, as well as any activity requiring unusual shift work, such as double shifts, 6-day weeks, specified overtime, or work at times other than regular days or hours;
- L. Identification of each and every ramp closing and opening event as a separate one-day activity, including designation by activity coding and description that it is a north-bound, south-bound, east-bound, west-bound, and entry or exit ramp activity;
- M. Separate resources graphs for the Contract's labor, equipment and critical path labor, with an accompanying analysis of each and explanation for any variances (i.e., example front-end resource loading of schedules); and
- N. Equipment and labor shall be differentiated by a cost account code within the resource dictionary.
- O. State owned float as the last activity in the schedule, at the end of which is the Scheduled Completion Date.

The Baseline Schedule submittal shall include a 3 1/2 inch floppy diskette which contains the data files used to generate the schedule, a schedule narrative describing the critical path, narratives providing additional schedule detail as requested by the Engineer and all schedule reports.

The Engineer shall be allowed 15 days to review and accept or reject the baseline project schedule submitted. Rejected schedules shall be resubmitted to the Engineer within 5 days, at which time a new 15 day review period by the Engineer will begin.

PROJECT SCHEDULE REPORTS

Schedules submitted to the Engineer including Interim Baseline, Baseline, and update schedules shall include time scaled network diagrams in a layout format requested by the Engineer. The network diagrams submitted to the Engineer shall also be accompanied by four computer-generated mathematical analysis tabular reports for each activity included in the project schedule. The reports (8 1/2" x 11" size) shall include a network diagram report showing the activity columns only, a predecessor and successor report, a resource report (Interim Baseline and Baseline Schedules), and a scheduling and leveling calculation report. The network diagram reports shall include, at a minimum, the following for each activity:

- A. Activity number and description;
- B. Activity codes;
- C. Original, actual and remaining durations;
- D. Early start date (by calendar date);
- E. Early finish date (by calendar date);
- F. Actual start date (by calendar date);
- G. Actual finish date (by calendar date);
- H. Late start date (by calendar date);
- I. Late finish date (by calendar date);
- J. Identify activity calendar ID;
- K. Total Float and Free Float, in work days; and
- L. Percentage complete.

Network diagrams shall be sorted and grouped in a format requested by the Engineer reflecting the project breakdown per the Caltrans scope breakdown structure codes. They shall show a continuous flow of information from left to right per the project sorting and grouping codes. E.g., project milestones, submittals sub-grouped by description, and the construction activities sub-grouped by the scope breakdown structure. The primary paths of criticality shall be clearly and graphically identified on the networks. The network diagram shall be prepared on E-size sheets (36" x 48"), shall have a title block in the lower right-hand corner, and a timeline on each page. Exceptions to the size of the network sheets and the use of computer graphics to generate the networks shall be subject to the approval of the Engineer.

Schedule network diagrams the tabular reports shall be submitted to the Engineer for acceptance in the following quantities:

- A. 2 sets of the Network Diagrams;
- B. 2 copies of the tabular reports (8 1/2" x 11" size); and
- C. 3 computer diskettes.

WEEKLY SCHEDULE MEETINGS

The Engineer and the Contractor shall hold weekly scheduling meetings to discuss the near term schedule activities, to address any long-term schedule issues, and to discuss any relevant technical issues. The Contractor shall develop a rolling 4-week schedule identifying the previous week worked and a 3-week look ahead. It shall provide sufficient detail to include the actual and planned activities of the Contractor and all the subcontractors for offsite and construction activities, addressing all activities to be performed and to identify issues requiring engineering action or input.

Each activity in the 4 week rolling schedule should be identified by an associated CPM schedule activity ID numbering system. This schedule should not be hand written. To create the 4 weeks rolling schedules, the Contractor should utilize the use of EXCEL spreadsheet, or Primavera scheduling software, as acceptable by the Engineer. The Engineer will provide the format of the schedule. This schedule should be electronically submitted to the Engineer one day prior to the scheduled meeting date.

MONTHLY UPDATE SCHEDULES

The Contractor shall submit a Monthly Update Schedule to the Engineer once in each month within 5 working days of the data date. The proposed update schedule prepared by the Contractor shall include all information available as of the 20th calendar day of the month, or other data date as established by the Engineer. A detailed list of all proposed schedule changes such as logic, duration, lead/lag, forecast completion date, additions and deletions shall be submitted with the update.

The monthly update of the schedule shall focus on the period from the last update to the current cut-off data date. Changes to activities or logic beyond the data date are classified as revisions and need to be addressed per the schedule revision section of this specification. Activities that have either started or finished shall be reported as they actually occurred and designated as complete, if actually completed. For activities in progress that are forecasted to complete longer than planned, the remaining durations shall be revised, not the original durations. All out of sequence activities are to be reviewed and their relationships either verified or changed.

The Monthly Update Schedule submitted to the Engineer shall be accompanied by a Schedule Narrative Report. The report shall describe the physical progress during the report period, plans for continuing the work during the forthcoming report period, actions planned to correct any negative float, and an explanation of potential delays or problems and their estimated impact on performance, milestone completion dates, forecast completion date, and the overall project completion date. In addition, alternatives for possible schedule recovery to mitigate any potential delay or cost increases shall be included for consideration by the Engineer. The report shall follow the outline set forth below:

Contractor's Schedule Narrative Report Outline:

- A. Contractor's Transmittal Letter;
- B. Work completed during the period;
- C. Description of the current critical path;
- D. Description of current problem areas;
- E. Current and anticipated delays;
 - 1. Cause of the delay;
 - 2. Corrective action and schedule adjustments to correct the delay; and
 - 3. Impact of the delay on other activities, milestones, and completion dates;
- F. Changes in construction sequences;

- G. Pending items and status thereof;
 - 1. Permits;
 - 2. Change Orders;
 - 3. Time Extensions; and
 - 4. Non-Compliance Notices;
- H. Contract completion date(s) status;
 - 1. Ahead of schedule and number of days; and
 - 2. Behind schedule and number of days; and
- I. Include updated Network Diagram and Reports.

The Contractor shall provide to the Engineer a 3 1/2" electronic disk of the schedule, together with printed copies of the network diagrams and tabular reports described under "Project Schedule Reports", and the Schedule Narrative Report.

Portions of the network diagram on which all activities are complete need not be reprinted and submitted in subsequent updates. However, the electronic disk file of the submitted schedule and the related reports shall constitute a clear record of progress of the work from award of contract to final completion.

On a date determined by the Engineer, the Contractor shall meet with the Engineer to review the monthly schedule update. At the monthly progress meeting, the Contractor and the Engineer shall review the updated schedule and shall discuss the content of the Narrative Report. The Engineer shall be allowed 7 working days after the meeting to review and accept or reject the update schedule submitted. Rejected schedules shall be resubmitted to the Engineer within 5 working days, at which time a new 5 working day review period by the Engineer will begin. All efforts shall be made between the Engineer and the Contractor to complete the review and the acceptance process prior to the next update schedule data date. To expedite the process a second meeting between the Engineer and the Contractor shall be held.

SCHEDULE REVISIONS

If the Contractor desires to make a change to the accepted schedule, the Contractor shall request permission from the Engineer in writing, stating the reasons for the change, and proposed revisions to activities, logic and duration. The Contractor shall submit for acceptance an analysis showing the effect of the revisions on the entire project. The analysis shall include:

- A. An updated schedule not including the revisions. The schedule shall have a data date just prior to implementing the proposed revisions and includes a project completion date;
- B. A revised schedule that includes the proposed revisions. The schedule will have the same data date as the updated schedule and include a project completion date;
- C. The Contractor should add resources for all new activities, also adjust resources for those activities that their remaining duration were changed;
- D. A narrative explanation of the revisions and their impact to the schedule; and
- E. Computer files of the updated schedule and the revised schedule sequentially numbered or renamed for archive (record) purposes.

The Engineer will provide a response within 7 working days to Contractor proposed schedule revisions.

Within 10 working days, the Contractor shall submit a revised CPM network for approval when requested by the Engineer, or when any of the following occurs:

- A. there is a significant change in the Contractor's operations that will affect the critical path;
- B. the current updated schedule indicates that the contract progress is 4 weeks or more behind the planned schedule, as determined by the Engineer; or
- C. the Engineer determines that an approved or anticipated change will impact the critical path, milestone or completion dates, contract progress, or work by other contractors.

The Engineer shall be allowed 7 working days to review and accept or reject a schedule revision. Rejected schedule revisions shall be revised and resubmitted to the Engineer within 7 working days, at which time a new 7 working day review period by the Engineer will begin. Only upon approval of a change by the Engineer shall it be reflected in the next schedule update submitted by the Contractor. The revised schedule shall also include a narrative explanation of the revisions and their impact to the schedule.

SCHEDULE TIME ADJUSTMENTS

When the Contractor requests a time adjustments due to contract change orders or delays, or if the Contractor or the Engineer considers that an approved or anticipated change will impact the critical path or contract progress, the Contractor shall submit to the Engineer a written Time Impact Analysis illustrating the impact of each change or delay on the current scheduled completion date or milestone completion date, utilizing the current accepted schedule. Each Time Impact Analysis shall include a schedule update and schedule revision, both with the same data dates, demonstrating how the Contractor proposes to incorporate the Change Order or delay into the current schedule. The schedule revision shall include the sequence of activities and any revisions to the existing activities to demonstrate the impact of the delay, or change into the schedule.

Each Time Impact Analysis shall demonstrate the estimated time impact based on the events of delay, the anticipated or actual date of the contract change order work performance, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest update of the current schedule in effect at the time the change or delay was encountered.

Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total or remaining float along the critical path of activities at the time of actual delay, or at the time the contract change order work is performed. Time extensions will not be granted nor will delay damages be paid unless:

- A. the delay is beyond the control and without the fault or negligence of the Contractor and its subcontractors or suppliers, at any tier; and
- B. the delay extends the actual performance of the work beyond the applicable scheduled contract completion date and the most recent date predicted for completion of the project on the accepted schedule update current as of the time of the delay or as of the time of issuance of the contract change order.

Time Impact Analyses shall be submitted in triplicate within 15 days after the delay occurs or after issuance of the contract change order. A schedule file diskette is also to be submitted.

Acceptance or rejection of each Time Impact Analysis by the Engineer will be made within 10 working days after receipt of the Time Impact Analysis, unless subsequent meetings and negotiations delay the review. A copy of the Time Impact Analysis accepted by the Engineer shall be returned to the Contractor and the accepted schedule revisions illustrating the impact of the contract change orders or delays shall be incorporated into the project schedule during the first update after acceptance. Until such time that the Contractor provides the analysis, the Engineer may, at his option, construct and utilize the project as-built schedule or other recognized method to determine adjustments in contract time.

FINAL SCHEDULE UPDATE

Within 10 working days after the acceptance of the contract by the Director, the Contractor shall submit a final update of the schedule with actual start and actual finish dates for all activities. This schedule submission shall be accompanied by a certification, signed by an officer of the company and the Contractor's Project Manager stating "To the best of my knowledge, the enclosed final update of the project schedule reflects the actual start and completion dates of the activities contained herein."

EQUIPMENT AND SOFTWARE

The Contractor shall provide for the State's exclusive possession and use a complete computer system specifically capable of creating, storing, updating and producing CPM schedules. Before delivery and setup of the computer system, the Contractor shall submit to the Engineer for approval a detailed list of all computer hardware and software the Contractor proposes to furnish. The minimum computer system to be furnished shall include the following:

- A. Complete computer system, including keyboard, mouse, 20 inch color SVGA monitor (1024x768 pixels), Intel Pentium 1 GHz microprocessor chip, or equivalent;
- B. Computer operating system software, compatible with the selected processing unit, for Windows 2000 or later or equivalent;
- C. Minimum 128 megabytes of random access memory (RAM);
- D. A 5 gigabytes minimum hard disk drive, a 1.44 megabyte 3 1/2 inch floppy disk drive, 32x speed minimum CD-ROM drive, Ethernet card and 56k modem;
- E. A color-ink-jet plotter with a minimum 36 megabyte RAM, capable of 300 dots per inch color, 600 dots per inch monochrome, or equivalent, capable of printing fully legible, timescaled charts, and network diagrams, in four colors, with a minimum size of 36 inches by 48 inches (E size) and is compatible with the selected system, an HP Design Jet 1055 CM or equivalent, plotter stand, roll paper assembly and automatic paper cutter, and provide plotter paper and ink cartridges throughout the contract;

- F. CPM software shall be Primavera Project Planner, the latest version for Windows 2000, or later;
- G. Scheduler Analyzer Pro or equivalent (a suite of programs to assist in schedule analysis) in the latest version for Windows 2000, Windows NT or later; and
- H. Microsoft Office Software, the latest version for Windows 2000, Windows NT or later and McAfee Virus software or equivalent.

The computer hardware and software furnished shall be compatible with that used by the Contractor for the production of the CPM progress schedule required by the Contract, and shall include original instruction manuals and other documentation normally provided with the software.

The Contractor shall furnish, install, set up, maintain and repair the computer hardware and software ready for use at a location determined by the Engineer. The hardware and software shall be installed and ready for use by the first submission of the baseline schedule. The Contractor shall provide 24 hours of formal training for the Engineer, and three other agents of the department designated by the Engineer, in the use of the hardware and software to include schedule analysis, reporting, and resource and cost allocations. An authorized vendor of Project Primavera shall perform the training.

All computer hardware and software furnished shall remain the property of the Contractor and shall be removed by the Contractor upon acceptance of the contract when no claims involving contract progress are pending. When claims involving contract progress are pending, computer hardware or software shall not be removed until the final estimate has been submitted to the Contractor.

PAYMENT

Progress schedule (critical path) will be paid for at a lump sum price. The contract lump sum price paid for progress schedule (critical path) shall include full compensation for furnishing all labor, materials (including computer hardware and software), tools, equipment, and incidentals; and for doing all the work involved in preparing, furnishing, updating and revising CPM progress schedules. Also for maintaining and repairing the computer hardware and training the Engineer in the use of the computer hardware and software as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for progress schedule (critical path) will be made as follows:

- A. Interim baseline schedule accepted, then 10 percent payment for progress schedule (critical path) will be made.
- B. Baseline schedule accepted, then 10 percent payment for progress schedule (critical path) will be made.
- C. Monthly update schedules accepted, then 75 percent payment for progress schedule (critical path) will be made equally for each update.
- D. Final schedule update accepted, then 5 percent payment for progress schedule (critical path) will be made.

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during the first estimate period in which the Contractor fails to submit an interim baseline, baseline, revised or updated CPM schedule conforming to the requirements of this section, as determined by the Engineer. Thereafter, on subsequent successive estimate periods the percentage the Department will retain will be increased at the rate of 25 percent per estimate period in which acceptable CPM progress schedules have not been submitted to the Engineer. Retention's for failure to submit acceptable CPM progress schedules shall be additional to all other retention's provided for in the contract. The retention for failure to submit acceptable CPM progress schedules will be released for payment on the next monthly estimate for partial payment following the date that acceptable CPM progress schedules are submitted to the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications, shall not apply to the item of progress schedule (critical path). Adjustments in compensation for the project schedule will not be made for any increased or decreased work ordered by the Engineer in furnishing project schedules.

10-1.16 ELECTRONIC MOBILE DAILY DIARY SYSTEM DATA DELIVERY

Attention is directed to Sections 5-1.10, "Equipment and Plants," and 7-1.01A(3), "Payroll Records," of the Standard Specifications, and these special provisions.

The Contractor shall submit to the Engineer a list of each piece of equipment and its identifying number, type, make, model and rate code in accordance with the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rate" which is in effect on the date the work is performed, and the names, labor rates and work classifications for all field personnel employed by the Contractor and all subcontractors in connection with the public work, together with such additional information as is identified below. This information shall be updated and submitted to the Engineer weekly through the life of the project.

This personnel information will only be used for this mobile daily diary computer system and it will not relieve the Contractor and subcontractors from the payroll records requirements as required by Section 7-1.01A(3), "Payroll Records," of the Standard Specifications.

The Contractor shall provide the personnel and equipment information not later than 11 days after the contract award for its own personnel and equipment, and not later than 5 days before start of work by any subcontractor for the labor and equipment data of that subcontractor.

The minimum data to be furnished shall comply with the following specifications:

DATA CONTENT REQUIREMENTS.

- A. The Contractor shall provide the following basic information for itself and for each subcontractor that will be used on the contract:

Caltrans contract ID	Alphanumeric; up to 15 characters.
Company name.	Alphanumeric; up to 30 characters.
Federal tax ID	Alphanumeric; up to 10 characters.
State contractor license	Alphanumeric; up to 20 characters.
Company type (prime or sub)	Alphanumeric; up to 10 characters.
Address (line 1).	Alphanumeric; up to 30 characters.
Address (line 2).	Alphanumeric; up to 30 characters.
Address (city).	Alphanumeric; up to 30 chars.
Address (2-letter state code).	Alphanumeric; up to 2 characters.
Address (zip code)	Alphanumeric; up to 14 characters.
Contact FirstNname.	Alphanumeric; up to 15 characters
Contact LastName	Alphanumeric; up to 20 characters
Telephone number (with area code).	Alphanumeric; up to 20 characters.
Company code: short company name.	Alphanumeric; up to 10 characters.
Type of work (Department-supplied codes)	Alphanumeric; up to 30 characters
DBE status (Department-supplied codes)	Alphanumeric; up to 20 characters.
Ethnicity for DBE status (Department-supplied codes).	Alphanumeric; up to 20 characters.
List of laborers to be used on this contract (detail specified below).	
List of equipment to be used on this contract (detail specified below).	

For example, one such set of information for a company might be:

04-072359
 XYZ CONSTRUCTION, INC.
 94-2991040
 AL1649T
 SUB
 1240 9TH STREET
 SUITE 600
 OAKLAND
 CA
 94612
 JOHN
 SMITH
 (510) 834-9999
 XYZ
 PAVING
 MBE
 BLACK

B. The Contractor shall provide the following information for each laborer who will be used on the contract:

Caltrans contract ID	Alphanumeric; up to 15 characters.
Company code (as defined above).	Alphanumeric; up to 10 characters.
Employee ID	Alphanumeric; up to 10 characters.
Last name.	Alphanumeric; up to 20 characters.
First name.	Alphanumeric; up to 15 characters.
Middle name.	Alphanumeric; up to 15 characters.
Suffix	Alphanumeric; up to 15 characters
Labor trade (Department-provided codes).	Alphanumeric; up to 10 characters.
Labor classification (Department-provided codes).	Alphanumeric; up to 10 characters.
Regular hourly rate.	Alphanumeric; up to (6,2)
Overtime hourly rate.	Alphanumeric; up to (6,2)
Doubletime hourly rate	Alphanumeric; up to (6,2)
Standby hourly rate.	Alphanumeric; up to (6,2)
Ethnicity (Department-provided codes).	Alphanumeric; up to 20 characters.
Gender.	Alphanumeric; up to 1 characters.

For example, one such set of information might be:

04-072359
 XYZ
 1249
 GONZALEZ
 HECTOR
 VINCENT
 JR.
 OPR
 JNY
 12.50
 18.75
 25.00
 0.00
 HISPANIC
 M

C. The Contractor shall provide the following information for each piece of equipment that will be used on the contract:

Caltrans contract ID	Alphanumeric; up to 15 characters.
Company code (as defined above).	Alphanumeric; up to 10 characters.
Company's equipment ID number.	Alphanumeric; up to 10 characters.
Company's equipment description.	Alphanumeric; up to 60 characters.
Equipment type (from Department ratebook).	Alphanumeric; up to 60 characters.
Equipment make (from Department ratebook).	Alphanumeric; up to 60 characters.
Equipment model (from Department ratebook).	Alphanumeric; up to 60 characters.
Equipment rate code (from Department ratebook).	Alphanumeric; up to 10 characters
Regular hourly rate.	Alphanumeric; up to (6,2)
Overtime hourly rate.	Alphanumeric; up to (6,2)
Standby hourly rate	Alphanumeric; up to (6,2)
Idle hourly rate.	Alphanumeric; up to (6,2)
Rental flag.	Alphanumeric; up to 1 character.

For example, one such set of information might be:

04-072359

XYZ

B043

CAT TRACTOR D-6C

TRACC

CAT

D-6C

3645

75.00

75.00

0.00

0.00

N

DATA DELIVERY REQUIREMENTS.

- A. All data described in "Data Requirements" of this section shall be delivered to the Department electronically, on 3 1/2" floppy disks compatible with the Microsoft Windows operating system. The Contractor shall provide a weekly disk and hard copy of the required correct updated personnel and equipment information for the Contractor and all the subcontractors and verified correct by the Engineer.
- B. Data of each type described in the previous section (contractor, labor, and equipment information) shall be delivered separately, each type in one or more files on floppy disk. Any given file may contain information from one contractor or from multiple contractors, but only one type of data (contractor, labor, or equipment information).
- C. The file format for all files delivered to Caltrans shall be standard comma-delimited, plain text files. This type of file (often called "CSV") is the most standard type for interchange of formatted data; it can be created and read by all desktop spreadsheet and desktop database applications. Characteristics of this type of file are:
 1. All data is in the form of plain ASCII characters.
 2. Each row of data (company, person, equipment) is delimited by a carriage return character.
 3. Within rows, each column (field) of data is delimited by a comma character.
- D. The files shall have the following columns (i.e., each row shall have the following fields):
 1. Contractor info: 17 columns (fields) as specified in "Data Requirements #1", above.
 2. Labor info: 15 columns (fields) as specified in "Data Requirements #2", above.
 3. Equipment info: 13 columns (fields) as specified in "Data Requirements #3", above.

For every one type of file, columns (fields) must be in the order specified under "Data Requirements", above. All columns (fields) described under "Data Requirements" must be present for all rows, even if some column (field) values are empty. The first row of each file must contain column headers (in plain text).

- E. Column (field) contents shall conform to the data type and length requirements described in the "Data Requirement" section, above. In addition, column (field) data must conform to the following restrictions:
 1. All data shall be uppercase.
 2. Company type shall be either "PRIME" or "SUB".
 3. Labor trade and classification codes must conform to a list of standard codes that will be supplied by Department.
 4. Contractor type of work codes and DBE status codes must conform to a list of standard codes that will be supplied by Department.
 5. Ethnicity codes must conform to standard codes that will be supplied by Department.
 6. Data in the "gender" column must be either "M" or "F".
 7. Data in the "rental equipment" column must be either "Y" or "N".
 8. Equipment owner's description may not be omitted. (The description, together with the equipment number, is how the equipment will be identified in the field.) Include manufacturer, rated capacity & trade description.

9. Equipment type, make, model, and ratebook code shall conform to the Department of Transportation Publication entitled "Labor Surcharge and Equipment Rental Rate", which is in effect on the date the work is performed. If the equipment in question does not have an entry in the book then alternate, descriptive entries may be made in these fields as directed by the Engineer.

- F. The name of each file shall indicate its contents, e.g., "labor.csv" for laborers, "equipment.csv" for equipment, and "contractor.csv" for contractors. Each floppy disk supplied to Caltrans must be accompanied by a printed list of the files it contains with a brief description of the contents of each file.

PAYMENT.--The contract lump sum price paid for electronic mobile daily diary computer system data delivery shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in electronic mobile daily diary computer system data delivery as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The lump sum bid price for electronic mobile daily diary computer system data delivery will be made according to the following schedule:

The Contractor will receive not more than 16.6 per cent per month of the total bid price for electronic mobile daily diary computer system data delivery. After the completion of the work, 100 per cent payment will be made for electronic mobile daily diary computer system data delivery less the permanent deduction, if any, for failure to deliver complete weekly electronic mobile daily diary computer system data in each month.

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during the first estimate period in which the Contractor fails to submit electronic mobile daily diary computer system data delivery conforming to the requirements of this section, as determined by the Engineer. Thereafter, on subsequent successive estimate periods the percentage the Department will retain will be increased at the rate of 25 percent per estimate period in which acceptable electronic mobile daily diary computer system data have not been submitted to the Engineer. Retentions for failure to submit acceptable electronic mobile daily diary computer system data shall be additional to all other retentions provided for in the contract. The retention for failure to submit acceptable electronic mobile daily diary computer system data will be released for payment on the next monthly estimate for partial payment following the date that acceptable electronic mobile daily diary computer system data is submitted to the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications, shall not apply to the item of electronic mobile daily diary computer system data delivery. Adjustments in compensation for electronic mobile daily diary computer system data delivery will not be made for any increased or decreased work ordered by the Engineer in furnishing electronic mobile daily diary computer system data.

10-1.17 OVERHEAD

Overhead shall conform to the provisions of this section, "Overhead," of these special provisions. The Contractor will be compensated for time-related overhead in accordance with these special provisions.

Attention is directed to "Force Account Payment" and "Progress Schedule (Critical Path)" of these special provisions.

The provisions in Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time-related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and any other charges incurred only once during the contract.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to any of the work of the contract. Such time-related costs include, but are not limited to, the salaries and benefits of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies and equipment costs of the project field office.

Home office overhead or general and administrative expenses refer to the fixed costs of operating the Contractor's business. Such costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. The rate of home office overhead shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The quantity of time-related overhead to be paid will be measured by the working day, as specified in the Engineer's Estimate as WDAYS. The estimated amount will be based on the number of working days, excluding any days for plant establishment, as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions. In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the quantity of time-related overhead eligible for payment will be based on the total number of working days as specified in "Beginning of Work, Time of

Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule. The quantity of time-related overhead, as measured above, will be adjusted only as a result of suspensions and adjustments of time which revise the current contract completion date and which are also any of the following:

1. suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:
 - a. suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations; or
 - b. suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract; or
 - c. any other suspensions mutually agreed upon between the Engineer and the Contractor.
2. extensions of time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications; or
3. reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

In the event a cost reduction proposal is submitted by the Contractor, and is subsequently approved by the Engineer, which provides for a reduction in contract time, the contract amount of time-related overhead associated with the reduction in contract time shall be considered as a net savings in the total cost of time-related overhead. The Contractor will be paid 50 percent of the estimated net savings of the time-related overhead, in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

If the quantity of time-related overhead, measured as specified in this special provision, exceeds 149 percent of the number of working days specified in the Engineer's Estimate, the Contractor shall, within 60 calendar days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual overhead costs. The independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude all unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination shall determine if the rates of field and home office overhead:

1. are allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31;
2. are adequately supported by reliable documentation; and
3. related solely to the project under examination.

Upon the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer elects, or if requested in writing by the Contractor, contract item payments for time-related overhead, in excess of 149 percent of the number of working days designated in the Engineer's Estimate, will be adjusted to reflect the actual rate.

The cost of performing an audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination in conformance with the provisions of Section 9-1.03B, "Work performed by Special Forces or Other Special Services," of the Standard Specifications, and paying to the Contractor one-half of that cost.

The contract price paid per working day for time-related overhead shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in time-related overhead, complete in place, including all field and home office overhead costs incurred by the Contractor and by any joint venture partner, subcontractor, supplier or other party associated with the Contractor, and the Contractor's share of costs of audits of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer. The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to time-related overhead.

Full compensation for additional overhead costs involved in the performance of extra work at force account shall be considered as included in the markups specified in "Force Account Payment," of these special provisions.

Full compensation for additional overhead cost involved in performing additional contract item work that is not a controlling operation and for all overhead, other than the time-related overhead measured and paid for as specified in this section "Overhead", shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefor.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the number of working days to be paid for time-related overhead in each monthly partial payment will be the number of working days, specified above to be measured for payment, that occurred during that monthly estimate period. The amount earned per working day for time-related overhead shall be either the contract item price, or 20 percent of the original total contract amount divided by the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions, whichever is the lesser.

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the total contract item price for time-related overhead not yet paid, will be included for payment in the first estimate made after acceptance of the contract in conformance with the provisions in Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

10-1.18 OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm in diameter or pipelines operating at pressures greater than 415 kPa (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

The existing East Bay Municipal Utility District (EBMUD) sewer outfall located along Burma Rd, and between Caltrans Maintenance Rd and Burma Rd, as shown on the plans, is defined as a zero-load facility. The Contractor shall not perform any work or park any equipment within the proximity of the sewer outfall without prior approval of the Engineer.

10-1.19 DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications.

10-1.20 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

10-1.21 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address: <http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>. The Department maintains a secondary list at the following internet address: <http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdffiles.htm>.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

Full compensation for providing self-certification for crashworthiness of Category 1 traffic control devices and labeling Category 2 devices as specified shall be considered as included in the prices paid for the various contract items of work requiring the use of the Category 1 or Category 2 traffic control devices and no additional compensation will be allowed therefor.

10-1.22 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

The term "construction area signs" shall include temporary object markers required for the direction of public traffic through or around the work during construction. Object markers listed or designated on the plans as construction area signs shall be considered to be signs and shall be furnished, erected, maintained, and removed by the Contractor in the same manner specified for construction area signs.

Object markers shall be stationary mounted on wood or metal posts in conformance with the details shown on the plans and the provisions in Section 82, "Markers and Delineators," of the Standard Specifications.

Marker panels for Type N, Type P and Type R object markers shall conform to the provisions for sign panels for stationary mounted signs.

Target plates for Type K and Type L object markers and posts, reflectors and hardware shall conform to the provisions in Section 82, but need not be new.

10-1.23 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

Personal vehicles of the Contractor's employees shall not be parked within the right of way except in the area proposed by the Contractor and approved by the Engineer.

The Contractor shall notify the Toll Collection Lieutenant at San Francisco-Oakland Bay Bridge at (510) 286-1148 of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with the Toll Collection Lieutenant relative to any lane closures and handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

The Contractor shall maintain a minimum of 3.6 m traveled way in each direction, on Caltrans maintenance access road, as shown on the plans, and allow others contractors and State forces to access to the project sites, and public utilities, East Bay Municipal Utility District (EBMUD), Pacific Gas and Electric, and PacBell, to access their facilities at the EBMUD outfall, at all times.

Full compensation for maintaining for the above access shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed.

The Contractor is not allowed to use the existing maintenance overcrossing structure, which is the main entrance roadway to Caltrans maintenance yard from Burma Rd.

The Contractor shall notify the Engineer and AC Transit of Oakland at (510) 891-4909 at least 5 days prior to closing westbound Route 80 Bus lanes, between metering signals at Station S 95+90, and NB-880 off to WB-80 at Station S 102+00.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed as shown on the plans.

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

Any lane closures on the day of major events at Candlestick Park, PacBell Park, Downtown San Francisco, Oakland Coliseum, and Downtown Oakland must be approved by the Engineer.

Attention is directed to "Bridge Tolls" of these special specifications. The access of the Contractor's vehicles, trucks and special construction equipments to the project site, from westbound Route 80 and westbound bus lanes, located along north side of San Francisco-Oakland Bay Bridge toll plaza, shall not be allowed, during the peak periods from 5:00 a.m. to 10:00 a.m., and 3:00 p.m. to 7:00 p.m., on weekdays.

Attention is directed to "Portable Changeable Message Sign" of these special provisions. The Contractor shall provide Portable Changeable Message Signs to support the lane closures. Location and messages to be as shown on the plans or as directed by the Engineer.

Designated legal holidays are: January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. All other modifications will be made by contract change order.

Chart No. 1 Multilane Lane Requirements																									
Location: Westbound Route 80, Between the east end of SFOBB and the SFOBB Toll Plaza																									
FROM HOUR TO HOUR	a.m.												p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	1	1	1	1	1																1	1	1	1	
Fridays	1	1	1	1	1																	1	1	1	
Saturdays	1	1	1	1	1	1	1	1																1	
Sundays	1	1	1	1	1	1	1	1	1													1	1	1	
Day before designated legal holiday	1	1	1	1	1																	1	1	1	
Designated legal holidays	1	1	1	1	1	1	1	1	1													1	1	1	
Legend:																									
1	One traffic lane adjacent to the shoulder may be closed.																								
	No lane closure allowed																								
All lane closures shall be coordinated in advance with the Toll Collection Lieutenant at the SF/Oakland Bay Bridge.																									

Chart No. 2 Bus Lane Requirements																									
Location: Westbound Route 80 Bus lanes between metering signals and NB-880 off to WB-80																									
FROM HOUR TO HOUR	a.m.												p.m.												
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	2	2	2	2	2						1	1	1	1	1					1	1	1	1	2	
Fridays	2	2	2	2	2						1	1	1	1	1					1	1	1	1	2	
Saturdays	2	2	2	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Sundays	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	
Day before designated legal holiday	2	2	2	2	2						1	1	1	1	1					1	1	1	1	2	
Designated legal holidays	2	2	2	2	2						1	1	1	1	1					1	1	1	1	2	
Legend:																									
1	One traffic lane may be closed																								
2	Two traffic lanes may be closed																								
	No lane closure allowed																								
1. Complete closure of the bus lanes shall be coordinated with AC Transit. Revise and incorp in the Maintaining Traffic spec to read as: The Contractor shall notify the Engineer and AC Transit of Oakland at (510) 891-4909 of the at least 10 days prior to beginning of work affecting westbound Route 80, Bus lanes, between Route 880 touchdown and metering signals.																									

10-1.24 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

For each 10-minute interval, or fraction thereof past the time specified to reopen the closure, the Department will deduct \$8,500 per interval from moneys due or that may become due the Contractor under the contract.

COMPENSATION

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

10-1.25 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing components when operated within a stationary lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on vehicles which are being used to place, maintain and remove components of a traffic control system and shall be in place before a lane closure requiring its use is completed.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.26 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained at those locations shown on the plans or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Maintaining Traffic" of these special provisions regarding the use of the portable changeable message signs.

10-1.27 TEMPORARY RAILING

Temporary railing (Type K) shall be placed as shown on the plans, as specified in the Standard Specifications or these special provisions or where ordered by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary railing (Type K) shall conform to the details shown on Standard Plan T3. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Attention is directed to "Public Safety" and "Order of Work" of these special provisions.

Temporary railing (Type K) placed in conformance with the provisions in "Public Safety" of these special provisions will be neither measured nor paid for.

10-1.28 CHANNELIZER

Channelizers shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Channelizers shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

10-1.29 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

GENERAL

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

MATERIALS

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
 - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
 - 1.. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- C. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
 - 1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
 - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

INSTALLATION

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

MEASUREMENT AND PAYMENT

Temporary crash cushion modules will be measured by the unit as determined from the actual count of modules used in the work or ordered by the Engineer at each location. Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions and modules placed in excess of the number specified or shown will not be measured nor paid for.

Repairing modules damaged by public traffic will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Modules damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor. Modules replaced due to damage by public traffic will be measured and paid for as temporary crash cushion module.

If the Engineer orders a lateral move of the sand filled temporary crash cushions and the repositioning is not shown on the plans, moving the sand filled temporary crash cushion will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications and these temporary crash cushion modules will not be counted for payment in the new position.

The contract unit price paid for temporary crash cushion module shall include full compensation for furnishing all labor, materials (including sand, pallets or frames and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) sand filled temporary crash cushion modules, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.30 (BLANK)

10-1.31 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor's attention is directed to the existing rock slope protection and rock dike located along the shore line of the westbound Route 80, within the project limits. The approximate location of these facilities is shown on the plans.

Plans of the existing roadway and geotechnical report, "Revised Final Oakland Shore Approach Geotechnical Site Characterization Report San Francisco Oakland Bay Bridge East Span Seismic Safety Project - Volume 4 - Additional Reports (Fugro-EM Project Memorandums and UC Berkeley Report)", dated March 2001 prepared by Fugro-Earth Mechanics A Joint Venture for the approximate location and character of the existing rock slope protection and rock dike", are available for inspection at the following office:

Toll Bridge Duty Senior at the District 04 Office, 111 Grand Avenue, Oakland, California 94612, fax number (510) 286-4563, email address duty_senior_tollbridge_district04@dot.ca.gov, telephone number (510) 286-5549.

Plans of the existing roadway, pertaining to the work required by this contract are the original contract plans and working drawings and do not necessarily show normal construction tolerances and variances. Where dimensions of new construction, required by this contract, are dependent on the dimensions of existing roadway, the Contractor shall verify field dimensions

for all roadways prior to submitting working drawings and ordering, fabricating or installing materials. The Contractor shall be responsible for adjusting dimensions of the work to fit existing conditions.

The Contractor shall certify in writing that field dimensions have been verified and shall include the certification with the working drawing submittal.

Full compensation for conforming to the above requirements shall be considered as included in the contract price paid for the various contract items of work involved and no additional compensation will be allowed therefor.

REMOVE CHAIN LINK FENCE

Existing chain link fence (Type CL-1.8), including post footings and anchor blocks, where shown on the plans, shall be removed and disposed of.

Full compensation for backfilling and compacting post holes shall be considered as included in contract price paid per meter for remove chain link fence and no additional compensation will be allowed therefor.

REMOVE METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.

Existing concrete anchors or steel foundation tubes shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies, terminal anchor assemblies or steel foundation tubes shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

RECONSTRUCT CHAIN LINK FENCE

Existing chain link fence, at the locations shown on the plans, shall be removed and reconstructed.

Fence removed in excess of that required for reconstructing chain link fence shall be disposed of.

Full compensation for removing and disposing of excess fence shall be considered as included in the contract price paid per meter for reconstruct chain link fence and no separate payment will be made therefor.

RELOCATE ROADSIDE SIGN-TWO POST

Existing roadside signs shall be removed and relocated to the new locations shown on the plans.

Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

Two holes shall be drilled in each existing post as required to provide the breakaway feature shown on the plans.

REMOVE ASPHALT CONCRETE SURFACING

Existing asphalt concrete surfacing shown on the plans to be removed, shall be removed.

The material removed shall be disposed of outside the highway right of way in conformance with the provisions in Section 15-2.03, "Disposal," of the Standard Specifications.

Removing asphalt concrete surfacing will be measured and paid for as roadway excavation.

10-1.32 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Attention is directed to "Non-Hazardous and Hazardous Material Excavation" of "Earthwork" elsewhere in these specifications.

Clearing and grubbing operations shall result in no visible dust.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

Removal of existing trees shall include completely removing their stumps and roots 50 mm or larger in diameter to a minimum of 0.3-m below finished grade or natural ground, and shall be disposed of. Holes resulting from stump removal shall be backfilled to finished grade or natural ground with material obtained from adjacent areas as directed by the Engineer.

10-1.33 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Attention is directed to "Non-Hazardous and Hazardous Material Excavation, General" elsewhere in these special provisions regarding non-hazardous and hazardous materials.

Attention is directed to "Non-Storm Water Discharges" elsewhere in these special provisions.

Attention is directed to Geotechnical Monitoring Equipment and Activities," of these special provisions for embankment settlement monitoring.

Attention is directed to the "Final Oakland Shore Approach Geotechnical Site Characterization Report San Francisco Oakland Bay Bridge East Span Seismic Safety Project - Volume 4 - Additional Reports", dated August 1999 prepared by Fugro-Earth Mechanics A Joint Venture for the approximate location and character of the existing rock slope protection and rock dike. This material may be used in the reconstruction of the rock slope protection.

MATERIALS

Materials used for embankment shall consist of clean soil and shall conform to the provisions in Sections 19-7.01, "Local Borrow," and 19-7.02, "Imported Borrow," of the Standard Specifications and these special provisions.

Materials used for embankment shall consist of clean soil and shall conform to the following requirements:

- A. Shall have a minimum R-value of 15 and shall not be classified by the Unified Soil Classification System (USCS) as a CH, MH, OH, or OL.
- B. Embankment shall be constructed at the following rate:
 - Up to elevation +1.5 meters, the fill placement is at any rate.
 - Between elevation +1.5 meters and +3.0 meters, the maximum rate of fill placement is 300 mm per 7 calendar days.
 - Above elevation +3.0 meters, the maximum rate of fill placement is 150 mm per 7 calendar days.
 - Actual maximum fill placement rates may be adjusted based on the results of geotechnical monitoring performed by the Engineer.

At the option of the Contractor, temporary cross dikes may be constructed between the temporary geotextile tube and the existing roadway embankment. The temporary cross dikes shall be spaced at least 100 meters apart.

All temporary dikes shall be removed prior to placement of overlying embankment fill.

No measurement and payment shall be paid for temporary cross dikes, that may be constructed at the Contractor's option.

Imported borrow will be measured by the cubic meter placed and shall conform to the provisions in Section 19-7.04, "Measurement," of the Standard Specifications and these special provisions.

Full compensation for protecting in place the geotechnical instrumentation shall be considered as included in the contract price paid per cubic meter for imported borrow and no separate payment/additional compensation will be made/allowed therefor.

NON-HAZARDOUS AND HAZARDOUS MATERIAL EXCAVATION

Non-hazardous and hazardous material excavation shall consist of excavating non-hazardous and hazardous material identified on the plans as within excavation limits shown on the plans, specified in the Standard Specifications, or specified or directed by the Engineer and placing or disposing of the material as specified in this section.

Excavated hazardous material and non-hazardous shall be managed as follows:

- A. Hazardous material – Haul and dispose of the material at a permitted hazardous waste management facility in conformance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications and these special provisions.
- B. Non-Hazardous material – Haul and place the material within the roadway prism or dispose of the material at a site outside of the highway right of way where ambient environmental conditions will not cause contaminants to be released at concentrations that exceed applicable water quality objectives or could degrade waters of the State in conformance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications and these special provisions.

Except that when the material is excavated from trenches for irrigation or electrical systems the material shall be used to backfill the trench.

Hazardous materials shall be transferred directly from the excavation to a registered transport vehicle, a storage container approved for transport of hazardous waste by the United States Department of Transportation, or a stockpile location approved by the Engineer. Non-hazardous material shall be transferred directly from the excavation to a transport vehicle, a storage container, or a stockpile location approved by the Engineer. Stockpile locations for non-hazardous material shall be maintained in conformance with the provisions in "Water Pollution Control" of these special provisions. Stockpile locations for hazardous material shall be maintained as follows:

- A. The material shall not contain free liquids that separate readily from the material. The presence or absence of free liquids shall be demonstrated by United States Environmental Protection Agency Method 9095 as modified by Section 66264.314 of Title 22 of the California Code of Regulations.
- B. The material shall be stored on undamaged 1.5-mm high-density polyethylene or an equivalent impermeable barrier unless the stockpiling location is on a paved surface. If the location is on a paved surface the thickness of the barrier can be reduced to 0.5-mm high-density polyethylene or its equivalent. The dimensions of the barrier shall exceed the dimensions of the stockpile at all times. Any seams in the barrier shall be sealed to prevent leakage.
- C. At the end of each day or prior to a storm event the material shall be covered with undamaged 0.3-mm polyethylene or an equivalent impermeable barrier to prevent windblown dispersion and precipitation run-off and run-on. When more than one sheet is required to cover the material, the sheets shall be overlapped a minimum of 0.45-m in a manner that prevents water from flowing onto the material. The cover shall be secured in a manner that keeps it in place at all times. Driven anchors shall not be used except at the perimeter of the stockpile. The cover shall be inspected and maintained in conformance with the provisions in "Water Pollution Control" of these special provisions.

These stockpiling requirements apply to temporary storage outside of an excavation or a transport container including, but not limited to, staging of excavated material next to the excavation prior to pick up by loading equipment, accumulating material for full transport loads, and awaiting test results required by a disposal facility. The removal of stockpiles shall begin within 90 days of accumulating 100 kg hazardous material. After final removal has occurred the Contractor shall be responsible for any cleanup deemed necessary by the Engineer.

Hazardous material and non-hazardous material on exteriors of transport vehicles shall be removed and placed either into the current transport vehicle or the excavation prior to the vehicle leaving the loading area. No hazardous material shall be deposited on public roads. The Contractor shall indemnify the State from any costs due to spillage during the transport of the hazardous material to the disposal facility.

Attention is directed to "Non-Hazardous and Hazardous Material, General" of these special provisions.

Non-hazardous material and hazardous material excavation will be measured in conformance with the Standard Specifications and these special provisions for the type of excavation involved.

Full compensation for excavating, loading, hauling, and placing or disposing of non-hazardous material shall be considered as included in the contract price paid for the various items of work involved and no further compensation will be allowed therefor.

Full compensation for excavating, loading, hauling, and disposing of hazardous material shall be considered as included in the contract price paid per cubic meter for roadway excavation (hazardous) and no further compensation will be allowed therefor.

10-1.34 FINISHING SLOPE

Finishing slope shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications and Section 22, "Finishing Roadway," of the Standard Specifications and these special provisions.

Following the placement of embankment material as shown on the plans, all embankment slopes shall be finished by running track laying or compaction equipment perpendicular to the slope contours. Several passes may be required to consolidate the slope face to achieve 90 % relative compaction or to the satisfaction of the Engineer. Water shall be used to facilitate compaction, but the application of such shall not result in any runoff being generated that will cause erosion.

The contract lump sum price paid for finishing slope shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in finishing slope, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.35 MOVE-IN/MOVE-OUT (EROSION CONTROL) Move-in/move-out (erosion control) for the applications of erosion control (Type D) or temporary erosion control shall include moving onto the project when an area is ready to receive erosion control as determined by the Engineer, setting up all required personnel and equipment for the application of erosion control materials and moving out all personnel and equipment when erosion control in that area is completed.

When areas are ready to receive applications of erosion control (Types D) or temporary erosion control, as determined by the Engineer, the Contractor shall begin erosion control work in that area within 5 working days of the Engineer's notification to perform the erosion control work.

Attention is directed to the requirements of erosion control (Type D) or "Temporary Erosion Control" elsewhere in these special provisions.

Quantities of move-in/move-out (erosion control) (Type D) or temporary erosion control will be determined as units from actual count as determined by the Engineer. For measurement purposes, a move-in followed by a move-out will be considered as one unit.

The contract unit prices paid for move-in/move-out (erosion control) (Type D) and move-in/move-out (temporary erosion control) shall include full compensation for furnishing all labor, materials (excluding erosion control materials), tools, equipment, and incidentals and for doing all the work involved in moving in and removing from the project all personnel and equipment necessary for application of erosion control (Type D) or temporary erosion control, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.36 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions and shall consist of applying erosion control materials to embankment and excavation slopes, unlined swales and other areas disturbed by construction activities.

Erosion control (Type D) shall be applied when an area is ready to receive erosion control as determined by the Engineer and in conformance with the provisions in "Move-in/Move-out (Erosion Control)" of these special provisions.

Erosion control (Type D) shall be applied during the period starting September 1 and ending November 30, or immediately when an area is ready to receive erosion control as determined by the Engineer and in conformance with the provisions in "Move-in/Move-out (Erosion Control)" of these special provisions. If the area on which the erosion control is to be applied is finished outside the specified period and the contract work will be completed before September 1, the erosion control shall be applied as a last item of work.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials, and other debris shall be removed from areas to receive erosion control.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

- A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
- B. Inoculated seed shall have a calcium carbonate coating.
- C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
- D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
- E. Legume seed shall consist of the following:

LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Trifolium incarnatum (Crimson Clover)	60	35.0

Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Eschscholzia californica (California Poppy)	50	5.0
Bromus mollis (Blando brome)	50	25.0
Hordeum vulgare UC603 (Cereal grain barley)	50	60.0

Commercial Fertilizer

Commercial fertilizer shall conform to the provisions in Section 20-2.02, "Commercial Fertilizer," of the Standard Specifications.

Straw

Straw shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications and these special provisions.

Wheat and barley straw shall be derived from irrigated crops.

Prior to delivery of wheat or barley straw to the project site, the Contractor shall provide the name, address and telephone number of the grower.

Compost

Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost. The compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material, and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimum internal temperature of 57°C shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of 5 times during the composting process and shall go through a minimum 90-day curing period after the 15-day thermophilic compost process has been completed. Compost shall be screened through a maximum 9.5-mm screen. The moisture content of the compost shall not exceed 35-40 percent. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal the compost with a moisture content of 35 percent. Moist samples of compost on an as received basis shall be dried in an oven at a temperature between 105°C and 115°C until a constant dry weight of the sample is achieved. The percentage of moisture will be determined by dividing the dry weight of the sample by the moist weight of the sample and then multiplying by 100. Compost will be tested for maturity and stability with a Solvita test kit. The compost shall measure a minimum of 5 on the maturity and stability scale.

Stabilizing Emulsion

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive derivative of Plantago ovata used as a soil tackifier.

APPLICATION

Erosion control materials placed in areas of erosion control (netting) shall be applied in the proportions indicated shall be applied with hydro-seeding equipment within 30 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Legume Seed	35.0
Non-Legume Seed	90.0
Fiber	310
Compost	940
Commercial Fertilizer	500

Hydro-seeding shall be applied by hose, from the ground. Erosion control materials shall be applied at close range onto the netting area such that the materials are well integrated into the erosion control materials and in close contact with the ground surface. Application shall be perpendicular to the slope face such that erosion control (netting) materials are not damaged or displaced. Any erosion control materials that are damaged or displaced shall be immediately be repaired by the Contractor at his expense.

Erosion control materials placed in areas outside of erosion control (netting) areas shall be applied in separate applications in the following sequence:

- A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 30 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Legume Seed	35.0
Non-Legume Seed	90.0
Fiber	310
Compost	940
Commercial Fertilizer	500

- B. Straw shall be applied at the rate of 4.5 tonnes per hectare based on slope measurements. Incorporation of straw will not be required. Straw shall be distributed evenly without clumping or piling.
- C. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	310
Compost	940
Stabilizing Emulsion (Solids)	140

The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, stabilizing emulsion applications shall be completed in that area on the same working day.

The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

MEASUREMENT AND PAYMENT

Compost (erosion control) will be measured by the kilogram or tonne, whichever unit is designated in the Engineer's Estimate. The weight will be as determined by the Engineer from marked mass and sack count or from scale weighings.

The contract price paid per kilogram or tonne for compost (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying compost for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.37 FIBER ROLLS

Fiber rolls shall conform to the details shown on the plans and these special provisions.

MATERIALS

Fiber rolls shall consist of one of the following:

- A. Fiber rolls shall be constructed with manufactured blankets consisting of one material or a combination of materials consisting of wood excelsior, rice or wheat straw, or coconut fibers. Blankets shall measure approximately 2.0 to 2.4 m wide by 20 m to 29 m in length. Wood excelsior material shall have individual fibers, 80 percent of which shall be 150 mm or longer in fiber length. Blankets shall have a photodegradable plastic netting or e jute, sisal or coir fiber netting on at least one side. The blanket shall be rolled on the blanket's width and secured with jute twine spaced 2 m apart along the roll for the full length and 150 mm from each end of the individual rolls. The finished roll diameter shall be a minimum of 200 mm and a maximum of 250 mm and shall weigh not less than 0.81 kg/m. Overlapping of more than one blanket may be required to achieve the finished roll diameter. When overlapping is required, blankets shall be longitudinally overlapped 150 mm along the length of the fabric.
- B. Fiber rolls shall be pre-manufactured rice or wheat straw, wood excelsior or coconut fiber rolls encapsulated within a photodegradable plastic or biodegradable jute, sisal or coir fiber netting. Each roll shall be a minimum of 200 mm and a maximum of 250 mm in diameter, 3 m to 6 m in length and shall weigh not less than 1.6 kg/m. The netting shall have a minimum durability of one year after installation. The netting shall be secured tightly at each end of the individual rolls.
- C. Stakes shall be fir or pine and shall be a minimum of 19 mm x 38 mm x 450 mm in length. Metal stakes may be used as an alternative. The Contractor shall submit a sample of the metal stake to the Engineer prior to installation. The tops of the metal stakes shall be bent over at a 90-degree angle. No additional compensation will be allowed for the use of a metal stake.

INSTALLATION

Fiber rolls shall be installed approximately parallel to the slope contour. Fiber rolls shall be installed prior to the application of other erosion control materials.

Furrows shall be constructed at a slight angle to the slope contour as shown on the plans, to a depth of 50 mm to 100 mm, and at a sufficient width to hold the fiber rolls. The installed angle of the fiber roll to the slope contour shall create a 2 to 5 percent grade from the center to the edge of the slope. The bedding area for the fiber roll shall be cleared of obstructions including, but not limited to, rocks, clods and debris greater than 25 mm in diameter prior to installation.

Rolls shall be installed in the furrows along the top edge of rock slope protection or 0.6 m above the toe of slope, as shown on plans. Individual rolls shall be placed with adjacent ends butted firmly to each other to create a continuous linear roll.

Stakes shall be installed 600 mm apart along the total length of the rolls and 300 mm from the end of each individual roll. Stakes shall be driven flush or a maximum of 50 mm above the roll.

MEASUREMENT AND PAYMENT

Fiber rolls will be measured by the meter from end to end along the centerline of the installed rolls.

The contract price paid per meter for fiber rolls shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing fiber rolls, complete in place, including stakes, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.38 AGGREGATE BASE

Aggregate base shall be Class 3 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The spreading and compacting provisions of the Standard Specifications will not apply.

Aggregate base shall be produced from commercial quality aggregates consisting of broken stone; crushed gravel; natural, clean, rough-surfaced gravel and sand; reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base or glass; or a combination thereof. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

The grading of the material shall conform to the following:

Grading Requirements (Percentage Passing)

Sieve Sizes	19-mm Maximum	
	Operating Range	Contract Compliance
25-mm	100	100
19-mm	90 - 100	87 - 100
4.75-mm	35 - 60	30 - 65
600-µm	10 - 30	5 - 35
75-µm	2 - 9	0 - 12

Spreading and compacting shall be performed by methods that will produce a uniform base, firmly compacted, and free from pockets of coarse or fine material.

10-1.39 ASPHALT CONCRETE

This work shall consist of furnishing and placing asphalt concrete in conformance with these special provisions.

Asphalt concrete shall be produced at an established commercial mixing plant. The aggregate and asphalt binder shall be heated and mixed thoroughly.

The maximum size aggregate shall be 19-mm.

Prior to spreading asphalt concrete, a paint binder of asphaltic emulsion or of paving asphalt shall be furnished and applied uniformly to the pavement to be surfaced as shown on the plans and as directed by the Engineer. If paving asphalt is furnished, the paving asphalt shall be applied at a temperature of not less than 140°C or more than 175°C.

Asphalt concrete shall be spread and compacted in conformance with the following:

- A. Asphalt concrete shall be spread with a self-propelled spreader ready for compaction without further shaping.
- B. Compaction shall be performed with a steel-tired tandem roller weighing not less than 7.2 tonnes and shall consist of not less than 3 complete coverages of the roller over each layer, with proper overlap to prevent displacement. The first coverage shall be completed before the temperature of the mixture drops below 120°C, unless a lower temperature is directed by the Engineer.
- C. The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly, and free from depressions, humps or irregularities.

Asphalt concrete to be placed in areas designated on the plans shall be placed in layers of 45 mm or less in compacted thickness.

Compensation for the work performed under this section "Asphalt Concrete," shall conform to the provisions in Section 39-8.01, "Measurement," and Section 39-8.02, "Payment," of the Standard Specifications.

Full compensation for furnishing and applying a paint binder of asphaltic emulsion or paving asphalt shall be considered as included in the contract price paid per tonne for asphalt concrete and no separate payment will be made therefor.

10-1.40 CONCRETE STRUCTURES

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications.

10-1.41 ROADSIDE SIGNS

Roadside signs shall be installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these special provisions.

Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 kg/m³, and need not be incised.

10-1.42 PLASTIC PIPE

Plastic pipe shall conform to the provisions in Section 64, "Plastic Pipe," of the Standard Specifications.

10-1.43 PERMEABLE MATERIAL (ROCK SLOPE PROTECTION BEDDING)

Permeable material, for the installation of rock slope protection, shall be furnished and placed in according to the details shown on the plans, and as directed by the Engineer, and these special provisions.

Class 3 permeable material be free from organic material, clay balls or other deleterious substances and shall conform to the following:

A. Grading requirements

Sieve Sizes	Percentage Passing
37.5-mm	100
25-mm	88-100
19-mm	52-85
9.5-mm	15-38
4.75-mm	0-16
2.36-mm	0-6

B. Class 3 permeable material shall have a Durability Index of not less than 40.

C. At least 90 percent by mass of Class 3 permeable material shall be crushed particles as determined by California Test 205.

D. Class 3 permeable material shall be placed with a 400 mm planned thickness, immediately after the fabric has been placed along the prepared slope, as shown on the plans, and as directed by the Engineer.

Full compensation for Class 3 permeable material (rock slope protection bedding) shall be considered as included in the contract price paid per cubic meter for rock slope protection (1T, Method B) and no separate payment will be made therefor.

10-1.44 PERMEABLE MATERIAL (BLANKET)

Permeable material blanket shall be constructed in conformance with the details shown on the plans and these special provisions.

Permeable material for permeable material blanket shall be Class 3 and shall conform to the provisions in Section 68-1.025, "Permeable Material," of the Standard Specifications, except as follows.

Class 3 permeable materials shall be free from organic material, clay balls or other deleterious substances.

Class 3 permeable material shall conform to the following:

A. Grading requirements

Sieve Sizes	Percentage Passing
37.5-mm	100
25-mm	88-100
19-mm	52-85
9.5-mm	15-38
4.75-mm	0-16
2.36-mm	0-6

B. Class 3 permeable material shall have a Durability Index of not less than 40.

C. At least 90 percent by mass of Class 3 permeable material shall be crushed particles as determined by California Test 205.

Geotextile reinforcement fabric woven and geotextile filter fabric nonwoven for use with permeable material blanket as shown on the plans, shall conform to "Engineering Fabrics," of these special provisions.

Permeable material (blanket) will be measured by the cubic meter. Quantities of permeable material to be paid for as permeable material (blanket) will be determined from the dimensions shown on the plans or such other dimensions as may be ordered in writing by the Engineer. Permeable material blanket constructed in excess of these dimensions will not be paid for.

The contract price paid per cubic meter for permeable material (blanket) shall include full compensation for furnishing all labor, materials (including filter fabric), tools, equipment, and incidentals, and for doing all the work involved in constructing a permeable material (blanket) and placing filter fabric, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.45 DRAINAGE WICK

Drainage wicks shall be furnished and installed as shown on the plans, as specified in these special provisions, and where designated by the Engineer.

Drainage wicks shall consist of fabricated vertical drain materials conforming to the following requirements:

- A. Saturated test samples of the fabricated drainage wick 0.6-m long, or 0.6-m plus the length of splice if splices are being tested, when suspended vertically shall support a 23 kg mass for a period of 5 minutes without distress or separation.
- B. Fabricated drainage wicks shall have the following flow capacity characteristics when test samples are tested in conformance with the test procedure and sequence set forth in these special provisions.
 1. The pressure required to produce and maintain a flow of 3.8 L per minute for a period of 10 minutes, through the sidewalls and out the unsealed end of test samples, shall not exceed 8 kPa when the samples are immersed in water only.
 2. The pressure required to produce and maintain a flow of 3.8 L per minute for a period of 10 minutes, through the sidewalls and out the unsealed end of test samples, shall not exceed 100 kPa when the samples are embedded in a glassbead-aggregate soil matrix.

The test procedure to be used in determining flow capacity characteristics of fabricated drainage wicks shall consist of placing a 350 mm long test sample of the drainage wick that has been sealed at one end in a test chamber, centered along its longitudinal axis, such that 300 mm of the sample is exposed to the flow within the chamber and such that the unsealed end of the sample extends out of the top of the chamber. Samples of spliced drainage wick shall be placed in the test chamber with 300 mm of the splice exposed to flow within the chamber or, if the splice is less than 300 mm long, the spliced portion of the sample shall be placed in the top portion of the chamber. The inside diameter of the test chamber shall be at least 20 mm greater than the width of the test sample. Water shall be introduced into the test chamber through an inlet centered in the bottom of the chamber. Pressure shall be measured with a strain gage pressure tap installed in the test chamber at approximately mid-depth. Water used in determining flow capacity characteristics shall be potable tap water. Each test sample of spliced and unspliced drainage wick shall first be tested for flow capacity when immersed in water only and then for flow capacity when embedded in a glassbead-aggregate soil matrix. The glassbead-aggregate soil matrix shall consist of inert glass beads and soil and shall conform to the following requirements:

A. Gradation:

Sieve Sizes	Percentage Passing
4.75-mm	100
2.36-mm	77
1.18-mm	63
600-μm	42
300-μm	19
150-μm	7
75-μm	3
53-μm	0

- B. The material passing the 4.75-mm sieve and retained on the 300-μm sieve shall conform to the provisions in Section 90-2.02B, "Fine Aggregate," of the Standard Specifications. The material passing the 300-μm sieve and retained on the 53-μm sieve shall consist of inert glass beads.
- C. The glass beads and soil shall be thoroughly mixed while damp, carefully installed around the test sample of drainage wick in the test chamber and compacted by rodding.

Splices in drainage wicks will be permitted provided the splices are fabricated in a workmanlike manner approved by the Engineer, and the spliced wicks conform to the provisions in these special provisions.

The Contractor shall submit for testing a sample of the unspliced drainage wick to be used and 3 samples of proposed splices to the Engineer at least 21 days prior to the installation of the drainage wicks. The sample of unspliced drainage wick shall be at least 3 m long. Samples of spliced drainage wick shall be long enough to include the splice plus 0.6-m of unspliced wick on either side of the splice. At the same time, the Contractor shall submit full details of the sequence and method proposed for installation of the drainage wicks for the Engineer's review and approval. Approval by the Engineer of installation details and methods shall not relieve the Contractor of the responsibility to install drainage wicks in conformance with the plans and these special provisions.

Prior to installation of the drainage wicks, the Contractor shall demonstrate that the proposed equipment and methods will produce satisfactory installations of approved drainage wicks in conformance with the plans and these special provisions. For this purpose, trial drainage wicks shall be installed at those locations designated by the Engineer. Payment for trial drainage wicks will be made at the contract price per meter for drainage wick. Payment will not be made for unsatisfactory installations of trial drainage wicks.

Drainage wicks shall be installed using a driving sleeve. The driving sleeve shall protect the drainage wick from tears, cuts, and abrasions during installation and shall be retracted after each drainage wick is installed. The cross-section of the driving sleeve shall be of a shape that will produce minimum disturbance of the soil surrounding the installed drainage wick and shall not exceed 15,500 mm² in area. The tip of the driving sleeve shall cut through the filter fabric layer cleanly without tearing, gathering, folding or otherwise distressing or stressing the fabric.

Drainage wicks shall not be installed by jetting or impact methods.

Upon written request from the Contractor and when approved by the Engineer, augering or other methods may be used to loosen the soil and permeable material prior to installation of drainage wicks provided the augering does not penetrate more than 0.3-m into the underlying compressible native soil and does not tear, gather, fold or otherwise disturb or stress the filter fabric layer.

Equipment for installing drainage wicks shall be plumbed prior to installing each wick and shall not deviate from the vertical more than 30 mm in 3 m during installation of the wicks. Drainage wicks that are out of proper location more than 150 mm or are damaged or improperly installed will be rejected. Rejected drainage wicks may be removed or abandoned in place, at the Contractor's option, except that rejected wicks which interfere with installation of replacement wicks, or other acceptable wicks, shall be removed.

Drainage wick locations shall be marked on the ground by the Contractor. The locations of the drainage wicks shall not vary by more than 150 mm from the locations shown on the plans.

Drainage wicks shall be installed from the working surface to the depth shown on the plans or designated by the Engineer.

The Contractor shall provide the Engineer with suitable means of determining the quantity of drainage wick installed at each location and shall provide suitable means for the Engineer to determine the depth of the wick at any given time.

Drainage wicks shall be cut off neatly at the ground line at the location shown on the plans.

Drainage wicks will be measured by the meter. The length of drainage wick to be paid for will be the length shown on the plans or designated by the Engineer. Drainage wick placed in excess of such lengths will not be paid for.

The contract price paid per meter for drainage wick shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing drainage wicks, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Where obstructions are encountered which the wick drain cannot be driven through, the Contractor shall abandon the wick drain in place. At the direction of the Engineer, the Contractor shall then install a new wick drain within 50 cm of the obstructed wick drain. A maximum of two attempts shall be made, as directed by the Engineer, for each obstructed wick drain. Wick drains abandoned due to obstructions will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

10-1.46 VERTICAL DRAIN

Vertical drains shall be furnished and installed to the lines, grades, and dimensions shown on the plans and in accordance with these special provisions or as directed by the Engineer.

MATERIALS

Vertical drains shall consist of prefabricated corrugated plastic pipe materials with slot type perforations enclosed by a filter fabric sock, conforming to the following requirements:

- A. Pipe shall be made of high density polyethylene (HDPE) meeting the requirements of ASTM D3350 Cell Classification 324420C or ASTM D1248, Class C, category 4, Grade P33. Pipe shall be 100 mm in diameter and shall meet the requirements of ASTM F-405 and have an annular-corrugated interior and exterior. Pipe perforations shall be slotted with minimum slot width of 3.18 mm and minimum slot length of 22.2 mm spaced at 120 degree points of pipe with slots at a maximum longitudinal spacing of 125 mm. The pipe shall be installed without end caps.
- B. The filter fabric sock shall be non-woven and made of thermally spunbonded polypropylene with a minimum weight of 128 g/m² maximum apparent opening size (AOS) of 0.21 mm, minimum grab strength of 0.51 kN, and shall be factory applied. The prefabricated vertical drain shall not be exposed to sunlight for more than 72 hours.

INSTALLATION

The Contractor shall submit for testing a sample of the vertical drain to the Engineer at least 21 days prior installation. The sample of vertical drain shall be at least 3 m long. At the same time, the Contractor shall submit full details of the sequence and method proposed for installation of the vertical drains for the Engineer's review and approval. Approval by the Engineer of installation details and methods shall not relieve the Contractor of the responsibility to install vertical drains in conformance with the plans and these special provisions.

Vertical drains shall be installed using a mandrel that will be advanced through the soil to the required depth. The equipment shall be capable of exerting at least 10.9 tonnes of vertical force (static crowd) to the mandrel to aid in forcing the mandrel into the ground. The installation rig shall utilize a vibrator with an eccentric moment of at least 55 Nm and frequency range of 16 to 22 Hz to apply vertical vibration to the mandrel during installation. Installation equipment mandrel shall be a minimum 150-mm outside diameter and composed of 13-mm thick steel. The installation shoe shall be a minimum 178 mm by 178 mm by 3.2-mm steel plate. The mandrel shall have three fins spaced symmetrically around the circumference and protrude a minimum of 200 mm from the mandrel and composed of 13 mm thick steel. The fins shall begin 150 to 300 mm off the tip of the mandrel and continue for the full length of the mandrel. Cleats or bars shall be located on the outside edge of the fins at a maximum spacing of 0.9 m and shall be 13 mm wide by 25 mm long in the horizontal orientation composed of 13 mm thick steel.

A drain may be abandoned before reaching design penetration if the rate of mandrel movement is less than 80 mm per second with the full static force and maximum vibrator output. The mandrel shall protect the vertical drains and filter fabric sock from tears, cuts, and abrasions during installation and shall be retracted after each vertical drain is installed.

Falling weight impact hammers or jetting will not be allowed to install the vertical drains.

Equipment for installing vertical drains shall be plumbed prior to installing each drain and shall not deviate from the vertical more than 30 mm in 3 m during installation. Vertical drain locations shall be marked on the ground by the Contractor. Vertical drains that are out of proper location more than 150 mm or damaged will be rejected. Rejected vertical drains may be removed or abandoned in place, at the Engineer's option.

When full penetration has been reached, the contractor shall apply the vibration time specified in the test section while maintaining the frequency used to install the drain and without advancing the mandrel.

The Contractor shall provide the Engineer with suitable means of determining the quantity of vertical drain installed at each location and shall provide suitable means for the Engineer to determine the depth of the drain at any given time.

Vertical drains shall be cut off 75 mm above the ground.

TEST SECTION

Prior to installation of the vertical drains, the Contractor shall demonstrate by a test section with a minimum of 27 vertical drain installations that the proposed equipment and methods will produce satisfactory vertical drains in conformance with the plans and these special provisions. For this purpose, trial vertical drains shall be installed at those locations designated by the Engineer. Required vibration times at full depth will be determined during the test section but shall be between 15 sec and 2 min.

The test section location shall be determined by the Engineer in the field. After completion of the test section, the Contractor shall allow the State 5 working days for access to perform confirmation tests and analyses prior to the beginning of production vertical drain installation.

The cost of the vertical drains within the test section shall be measured and paid for at the contract price per meter in place and no additional compensation will be allowed.

MEASUREMENT AND PAYMENT

Vertical drains will be measured by the meter in place and shown on the plans or designated by the Engineer. Vertical drain placed in excess of such lengths will not be paid for. Payment will not be made for unsatisfactory installation of vertical drains.

The contract price paid per meter for vertical drain shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing vertical drains, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Where obstructions are encountered which the vertical drain cannot be driven through, the Contractor shall abandon the vertical drain in place. At the direction of the Engineer, the Contractor shall then install a new vertical drain within 50 cm of the obstructed vertical drain. A maximum of two attempts shall be made, as directed by the Engineer, for each obstructed vertical drain. Vertical drains abandoned due to obstructions will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

10-1.47 ROCK SLOPE PROTECTION

Rock slope protection shall be Class 1T, Method B and shall be constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions, as shown on the plans, and as directed by the Engineer.

Rock slope protection fabric shall be Geotextile Filter Fabric (nonwoven), and shall conform to "Geotextile Filter Fabric" of these special provisions.

Attention is directed to the section, "Permeable Material (Rock Slope Protection Bedding)" of these special provisions for the requirements of bedding material overlying the rock slope protection fabric, prior to placing the rock slope protection.

MATERIALS

The rock slope materials may consist of rock materials from the excavated existing rock slope protection and existing rock dike and shall be free from vegetable matter and other unsuitable material as determined by the Engineer.

10-1.48 GEOTEXTILE FILTER FABRIC

Geotextile filter fabric shall be furnished and installed for the installation of Class 3 permeable bedding material, prior to the placement for rock slope protection, and for Class 3 permeable material (blanket) for wick and vertical drains, as shown on the plans, in conformance with these specifications, and as directed by the Engineer.

Geotextile filter fabric shall be manufactured from polyester or polypropylene.

Geotextile filter fabric shall be nonwoven and shall conform to the following:

A.

Property	Value	ASTM Test Designation
Minimum Grab Tensile Strength	1.1 kN	D4632
Minimum Elongation at Break	50%	D4632
Maximum Apparent Opening Size	0.21 mm	D4751
Minimum Permittivity	0.5 sec-1	D4491

- B. Geotextile rolls shall be furnished with suitable wrapping for protection against moisture, ultraviolet exposure and abrasion during shipping. Each roll shall be labeled or tagged to provide product identification sufficient for field identification as well as inventory and quality control purposes. Rolls shall be stored in a manner that protects them from the elements. If stored outdoors, they shall be elevated and protected with a waterproof cover.
- C. The amount of geotextile placed shall be limited to that amount which can be covered with the specified material within 72 hours.
- D. Installation sites shall be prepared by clearing, grubbing and excavation or filling to the design grades. The surface upon which the geotextile filter fabric is to be placed should be graded smooth and be free of debris and large depressions.
- E. Geotextile fabric shall be handled and placed in accordance with the manufacturers recommendations and these specifications. The geotextile shall be laid transverse to the roadway alignment (i.e., geotextile roll or machine direction perpendicular to roadway centerline) and shall be placed loosely without folds. The ends of subsequent rolls and/or parallel rolls of geotextile should be overlapped a minimum of 300 mm prior to sewing. The fabric shall be stitched with a yarn of a contrasting color. The size and composition shall be as recommended by the fabric manufacturer. The stitches shall number 5 to 7 per 25 mm of seam. Lock type stitch shall be used.
- F. Vehicles or equipment shall not be driven directly on the geotextile fabric. A minimum of 200 mm cover shall be maintained between the compaction equipment and the fabric.

- G. The Contractor shall patch holes in the geotextile as directed by the Engineer. Repairs shall be performed by placing a new piece of fabric over the damaged area that extends beyond the damaged area in all directions a minimum overlap of 300 mm and heat bonding in place. If damage is greater than one square meter the damaged section shall be cut out and shall be replaced with a new piece of geotextile filter fabric material, in accordance to the fabric overlap and stitches requirement, as directed by the Engineer. Damage to the geotextile fabric resulting from the Contractors vehicles, equipment or operations shall be repaired at the Contractors expense.

MEASUREMENT AND PAYMENT

Geotextile fabric will be measured by the square meter computed from the dimensions shown on the plans, excluding seam overlaps.

The contract price paid per square meter for geotextile filter fabric shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing the fabric, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.49 GEOTEXTILE REINFORCEMENT FABRIC

Geotextile reinforcement fabric shall be furnished and installed over Class 3 permeable material (blanket), prior to the placement of the embankment, as shown on the plans, in conformance with these specifications, and as directed by the Engineer.

Geotextile reinforcement fabric shall be manufactured from polyester or polypropylene.

Geotextile reinforcement fabric shall be woven and shall conform to the following:

A.

Property	Value	ASTM Test Designation
Minimum Grab Tensile Strength	1.4 kN	D4632
Elongation at Break	15-50%	D4632
Maximum Apparent Opening Size	0.6 mm	D4751
Minimum Permittivity	0.2 sec-1	D4491

- B. Fabric rolls shall be furnished with suitable wrapping for protection against moisture, ultraviolet exposure and abrasion during shipping. Each roll shall be labeled or tagged to provide product identification sufficient for field identification as well as inventory and quality control purposes. Rolls shall be stored in a manner that protects them from the elements. If stored outdoors, they shall be elevated and protected with a waterproof cover.
- C. The amount of fabric placed shall be limited to that amount which can be covered with engineered fill material within 72 hours.
- D. The subgrade surface upon which the fabric is to be placed shall be graded smooth and free of debris.
- E. Fabric shall be handled and placed in accordance with the manufacturers recommendations and these specifications. The geotextile shall be laid transverse to the roadway alignment (i.e., geotextile roll or machine direction perpendicular to roadway centerline) and shall be placed loosely but with as few wrinkles and folds as is practicable. The ends of subsequent rolls and/or parallel rolls of geotextile should be overlapped a minimum of 300 mm prior to sewing. The fabric shall be stitched with a yarn of a contrasting color. The size and composition shall be as recommended by the fabric manufacturer. The stitches shall number 5 to 7 per 25 mm of seam. Lock type stitch shall be used. Vehicles or equipment shall not be driven directly on the fabric. The initial cover will comply with the plans and specifications but in no case will be less than 300 mm. Compaction of the initial cover shall be achieved by using overlapping passes of tracked equipment such that the initial cover has received one complete coverage of the tracks and will not require density testing. Sheepsfoot or other types of equipment employing a penetrating foot shall not be used to construct the initial cover. Placement and grading of the engineered fill materials shall proceed in the direction of construction.
- F. The Contractor shall patch rips or tears in the fabric as directed by the Engineer. Repairs shall be performed by placing a new piece of fabric over the damaged area that extends beyond the damaged area in all directions a minimum overlap of 300 mm and heat bonding in place. If damage is greater than one square meter, the damaged section shall be cut out and shall be replaced with a new piece of geotextile filter fabric material, in accordance to the fabric overlap and stitches requirement, as directed by the Engineer. Damage to the fabric resulting from the Contractors vehicles, equipment or operations shall be repaired at the Contractors expense.

MEASUREMENT AND PAYMENT

Geotextile fabric will be measured by the square meter computed from the dimensions shown on the plans, excluding seam overlaps.

The contract price paid per square meter for geotextile reinforcement fabric shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing the fabric, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.50 MISCELLANEOUS FACILITIES

Plastic flare end sections shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications.

10-1.51 MISCELLANEOUS IRON AND STEEL

Miscellaneous iron and steel shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

10-1.52 METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts and blocks shall be wood.

Delete the ninth and eleventh paragraphs in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

Wood posts and blocks shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 Kg/m³, and need not be incised.

Metal beam guard railing elements and required backup plates, terminal sections, end sections, and return sections shall conform to the requirements of Type 2 W-Beam as shown in AASHTO Designation: M 180.

TEMPORARY TERMINAL SYSTEM (TYPE ET)

Temporary terminal system (Type ET) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Temporary terminal system (Type ET) shall be an ET-2000 PLUS (4-tube system) extruder terminal as manufactured by Trinity Industries, Inc., and shall include all the items detailed for temporary terminal system (Type ET) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the ET-2000 PLUS (4-tube system) extruder terminal from the manufacturer, Trinity Industries Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the ET-2000 PLUS (4-tube system) extruder terminal, FOB Centerville, Utah is \$1,305.00, not including sales tax.

The above price will be firm for orders placed on or before July 31, 2002, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the temporary terminal systems (Type ET) conform to the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

The temporary terminal system (Type ET) shall be installed in conformance with the manufacturer's installation instructions and these requirements. The steel foundation tubes with soil plates attached shall be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. The wood terminal posts shall be inserted into the steel foundation tubes by hand and shall not be

driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the temporary terminal system (Type ET) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

10-1.53 TEMPORARY THRIE BEAM BARRIER

Temporary single thrie beam barrier shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Rail elements and required backup plates, terminal sections, terminal connectors, and return sections shall conform to the requirements of Type 2 Thrie Beam in AASHTO Designation: M 180.

The contract price paid per meter for temporary single thrie beam barrier shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and constructing and removing the temporary single thrie beam barrier, complete in place, complete in place, shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 10-2. (BLANK)

SECTION 10-3. ELECTRICAL SYSTEMS

10-3.01 DESCRIPTION

Electrical facilities (modify) and call box system shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

The work to be done, in general, under electrical facilities (modify) shall consist of installing conduits, high voltage and communication cables, splice cables to existing cables, and connect conduits to existing pull boxes as shown on plans.

The work to be done, in general, under call box system shall consist of removing all above ground components of the call boxes as shown on plans.

10-3.02 COST BREAK-DOWN

Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the Standard Specifications and these special provisions.

The Engineer shall be furnished a cost break-down for each contract lump sum item of work described in this Section 10-3.

The cost break-down shall be submitted to the Engineer for approval within 15 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

The cost breakdown shall include the following items in addition to those listed in the Standard Specifications:

- A. Cables - each size and type

10-3.03 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

The Contractor shall notify the Engineer 72 hours in advance of any work directly on the existing 5 kV and communications lines. The Contractor shall notify the Engineer 24 hours in advance if the Contractor's operation requires the communication system to be shutdown. The existing communication system shall be shutdown for no more than one 8-hour period.

The Contractor shall ensure that the work done on the call box system does not interrupt or interfere with normal operation of the remaining elements of the call box system.

10-3.04 CONDUIT

Conduit to be installed underground shall be Type 1.

After conductors have been installed, the ends of conduits terminating in pull boxes shall be sealed with an approved type of sealing compound.

10-3.05 PULL BOXES

Grout shall not be placed in the bottom of new or existing pull boxes.

The Contractor shall ensure that each existing pull box cover is secured. Damaged or missing materials from pull boxes install by the Contractor shall be replaced at the Contractor's expense.

The Contractor shall be responsible for maintaining the structural integrity of the existing pull boxes when providing new openings for conduit. The bases of pull boxes shall be broken in a manner to prevent entrapment of water.

10-3.06 CONDUCTORS, CABLES AND WIRING

Splices for the 5 kV cable shall be IEEE 404, using heat-shrinkable cable splices in kit form, capable of properly splicing cables. Splice kits shall contain all necessary components to reinstate primary cable insulation, metallic shielding and grounding systems overall jacket to the equivalent of the cable itself. Splices shall be of a uniform cross-section and shall consist of heat-shrinkable radiation crosslinked insulation. The outer insulation layer shall be bonded to a conducting layer for shielding. The splices shall be re-jacketed with a heavy-wall, heat-shrinkable sealant lined sleeve to provide a waterproof hot-melt adhesive seal. Splices shall contain heat-shrinkable radiation cross-linked high dielectric constant linear stress relief material. Splices shall contain a high relative permittivity electric stress relief mastic for insulation shield cutback treatment and a heat-activated sealant for environmental sealing. Kits shall allow splicing cables with different types of insulation, conductor sizes, and shielding construction. Kits shall accommodate commercially available standard connectors. A minimum of 6 m of cable shall be coiled in each pull box with 3 m of slack cable provided on each side of a splice.

Splices for communication cables shall be as recommended by the cable manufacturer and suitable for the environment in which the splice is located. The Contractor shall submit the cable manufacturer's recommended splicing method to the Engineer for approval prior to using the method.

COMMUNICATION CABLE

All shielded twisted pair No. 18 (0.832 mm²) multi-conductor communication cables (fifty pairs, and forty pairs) shall be solid annealed copper (per ASTM B3 and ASTM B8). The insulated single conductors shall be twisted into pairs. The insulation shall be flame-retardant cross-linked polyethylene with color code per ICEA Method 1. The insulation shall be 0.76 mm nominal.

The cable components are cabled with non-hygroscopic fillers, as necessary, and an overall binder tape. The individual pairs shall be shielded with a 0.19 mm Aluminum/polymer tape with tinned copper drain wire applied helically over the pairs. The overall shield shall be a 0.19 mm Aluminum/polymer tape with tinned copper drain wire applied helically over the cable core.

The overall jacket shall be 2.8 mm flame-retardant and sunlight resistant polyvinyl chloride (PVC). A nylon ripcord shall be applied longitudinally under the overall jacket to facilitate jacket removal.

The cable shall be suitable for underground use in conduit and have the following ratings and listings:

- a. UL Type TC - 600 volt
- b. UL Class XL
- c. UL Subject 13 & 1277
- d. IEEE 383 & 1202
- e. ICEA S-66-524 - 600 volt

The cable shall be manufactured by Belden Cable, BICC Cables, The Okonite Company, Pirelli Cable or approved equal.

Communication Cable Splices

Splices should be avoided if possible. If necessary, splices for shielded No. 18 multi-conductor, twisted pair cables shall be as recommended by the cable manufacturer and suitable for the environment that the splice is located. The Contractor shall submit the cable manufacturer's recommended splicing method to the Engineer for approval prior to using the method. The Engineer shall approve splice locations.

HIGH VOLTAGE POWER CABLE

High voltage power cable shall meet the requirements of ICEA, NEMA, and AEIC. The size, grade of insulation, voltage, and manufacturer's name shall be permanently marked on the outer covering in accordance with NEC Article Number 310, and at intervals in accordance with ICEA standards.

High voltage cable shall be shielded, single conductor, insulation rated at 133 percent for power cable designed to operate at conductor temperatures of 90°C normal, 130°C emergency, and 250°C short circuit conditions as defined by ICEA S-93-639 (NEMA WC74) and UL Standard 1072. The high voltage power cable shall be newly manufactured

(not more than 12 months old) of soft drawn copper with not less than 97 percent conductivity. The cable shall be suitable for installations above or below grade, indoors or outdoors, and in wet or dry locations. The qualifying cable shall be UL labeled MV-90.

Conductors

The copper conductors shall consist of all bare strands or tin coated strands in the outer layer in accordance with ASTM B3, B8 and B33. The conductors shall be compressed, Class B stranded copper and shall be in accordance with the requirements of ICEA S-93-639.

Conductor Shield

The conductor shield shall be an extruded, black-colored, non-conducting thermo-set material in accordance with ICEA S-93-639. The minimum average thickness shall be 0.5 mm.

Insulation

The insulation shall be a discharge resistant, ethylene propylene (EP) based compound and UL listed. The minimum average thickness of the insulation shall be 2.9 mm. The manufacturer shall perform the Insulation Corona Discharge Resistance Test in accordance with ICEA standard S-93-639 and ASTM D2275-89. The Contractor shall submit the result to the Engineer for approval before acceptance of the cable.

Insulation Shielding

The insulation shielding shall consist of a nonmetallic conducting material extruded directly over the insulation and a 0.12 mm bare copper tape. The nonmetallic layer shall be black-colored with properties and thickness conforming to the requirements of Table 4a of ICEA S-93-639 and Tables 14.2 and 14.3 of UL 1072. The layer shall be free stripping from the EP insulation. The 0.12 mm bare copper tape shall be helical applied with a 15 percent overlap, directly over the nonmetallic layer.

Overall Jacket

The overall jacket shall be extruded black-colored polyvinyl chloride (PVC) material with physical properties and thickness in accordance with Section 4.4.5 and Table 4-6 of ICEA S-93-639, and shall be surface printed as required by UL 1072.

Production Testing

Production testing shall consist of the following:

- a. Continuous DC spark testing of the non-conducting stress control layer prior to extrusion of the EP insulation.
- b. Mooney Viscosity, Scorch Viscosity, and Specific Gravity of each batch of the EP insulation prior to extrusion.
- c. Cables shall withstand 23 kV(ac) voltage test for a 5-minute duration, of each finished cable.
- d. Volume resistivity of the nonmetallic shield.
- e. DC resistance of all insulated conductors and metallic shields.
- f. Dimensional verification of all extruded layers.
- g. Absence of water in conductors and interfaces confirmed.

Installation

Installation shall consist of the following:

- a. Circuits shall be continuous with splices as required in the pull boxes as shown on the plans.
- b. Properly coat wires and cables with pulling compound recommended by cable manufacturer before pulling into conduits and prevent mechanical damage to conductors during installations. If other lubricants are substituted, a statement from the conductor manufacturer as to its acceptable use with conductor being installed shall be provided.
- c. Pulling tension pressures shall not be exceeded as recommended by cable manufacturer. Locations of pull boxes as shown on the plans are based on nominal pulling tension pressures. Install additional pull boxes as required to meet the cable manufacturer's recommendations.

Installation Testing

The Contractor shall perform installation testing of the high voltage power cable in conformance with the manufacturer's requirements to insure proper installation. At least two weeks prior to the planned installation of the high voltage power cable the Contractor shall supply the Engineer three copies of the installation procedure and testing recommended by the manufacturer to be used by the Contractor. The Engineer will review the installation and testing procedure, make recommended changes and provide approval prior to installing the high voltage power cable.

10-3.07 PAYMENT

The contract lump sum price paid for electrical facilities (modify) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing electrical facilities (modify), complete in place, including testing, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract lump sum price paid for call box system shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing call box system, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 11. MODIFIED STANDARD SPECIFICATION SECTIONS

SECTION 11-1. (BLANK)

SECTION 11-2. PORTLAND CEMENT CONCRETE

11-2.01 GENERAL

Portland cement concrete shall conform to the provisions in this Section 11-2, "Portland Cement Concrete," and the section entitled "Portland Cement Concrete" in Section 8, "Materials," of these special provisions. Section 90, "Portland Cement Concrete," of the Standard Specifications is deleted. Section 90, "Portland Cement Concrete," of the Standard Specifications is amended to read as follows.

SECTION 90: PORTLAND CEMENT CONCRETE

90-1 GENERAL

90-1.01 DESCRIPTION

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete. Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.
- Unless otherwise specified, cementitious material shall be a combination of cement and mineral admixture. Cementitious material shall be either:
 1. "Type IP (MS) Modified" cement; or
 2. A combination of "Type II Modified" portland cement and mineral admixture; or
 3. A combination of Type V portland cement and mineral admixture.
- Type III portland cement shall be used only as allowed in the special provisions or with the approval of the Engineer.
 - Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
 - Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
 - Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
 - Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
 - Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.
 - Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m ³)
Concrete designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min., 475 max.
Roof sections of exposed top box culverts	400 min., 475 max.
Other portions of structures	350 min., 475 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min.
Roof sections of exposed top box culverts	400 min.
Prestressed members	400 min.
Seal courses	400 min.
Other portions of structures	350 min.
Concrete for precast members	350 min., 550 max.

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be designated by compressive strength. If the plans show a 28-day compressive strength that is 28 MPa or greater, an additional 14 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans that are 25 MPa or less are shown for design information only and are not a requirement for acceptance of the concrete.

- Concrete designated by compressive strength shall be proportioned such that the concrete will attain the strength shown on the plans or specified in the special provisions.

- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.

- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.

- If any concrete has a cementitious material, portland cement, or mineral admixture content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.55 for each kilogram of cementitious material, portland cement, or mineral admixture that is less than the minimum required. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions will be made based on the results of California Test 518.

- The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

90-2 MATERIALS

90-2.01 CEMENT

- Unless otherwise specified, cement shall be either "Type IP (MS) Modified" cement, "Type II Modified" portland cement or Type V portland cement.

- "Type IP (MS) Modified" cement shall conform to the requirements for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate and uniform blend of Type II cement and not more than 35 percent by mass of mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

- "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.

- In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:

- The cement shall not contain more than 0.60 percent by mass of alkalis, calculated as the percentage of Na₂O plus 0.658 times the percentage of K₂O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114;
- The autoclave expansion shall not exceed 0.50 percent; and

- C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent, except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members, or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

- Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150 and the additional requirements listed above for "Type II Modified" portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.

- Cement used in the manufacture of cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same cement mill.

- Cement shall be protected from exposure to moisture until used. Sacked cement shall be piled to permit access for tally, inspection, and identification of each shipment.

- Adequate facilities shall be provided to assure that cement meeting the provisions specified in this Section 90-2.01 shall be kept separate from other cement in order to prevent any but the specified cement from entering the work. Safe and suitable facilities for sampling cement shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper, in conformance with California Test 125.

- If cement is used prior to sampling and testing as provided in Section 6-1.07, "Certificates of Compliance," and the cement is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the cement manufacturer or supplier of the cement. If the cement is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

- Cement furnished without a Certificate of Compliance shall not be used in the work until the Engineer has had sufficient time to make appropriate tests and has approved the cement for use.

90-2.02 AGGREGATES

- Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.
- Natural aggregates shall be thoroughly and uniformly washed before use.
- The Contractor, at the Contractor's expense, shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.

- Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."

- Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index, D_f , of the fine aggregate is 60, or greater, when tested for durability in conformance with California Test 229.

- If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."

- If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$4.60 per cubic meter for paving concrete and \$7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

- If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$4.60 per cubic meter for paving concrete and \$7.20 per cubic meter for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

- The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs shall be in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."

- No single Cleanness Value, Sand Equivalent or aggregate grading test shall represent more than 250 m³ of concrete or one day's pour, whichever is smaller.

- Aggregates specified for freeze-thaw resistance shall pass the freezing and thawing test, California Test 528.
- The Contractor shall notify the Engineer of the proposed source of freeze-thaw resistant concrete aggregates at least 4 months before intended use. Should the Contractor later propose a different source of concrete aggregates, the Contractor shall again notify the Engineer at least 4 months before intended use. Blending of fine or coarse aggregates from untested sources with acceptable aggregates will not be permitted. Provisions for the time of submission of samples as provided in Section 40-1.015, "Cement Content," are superseded by the foregoing.
- Concurrently with notification of proposed sources of freeze-thaw resistant concrete aggregates, the Contractor shall furnish samples in the quantity ordered by the Engineer. The samples shall be secured under the direct supervision of the Engineer. Samples from existing stockpiles of processed aggregate shall be taken from washed materials and shall be visibly damp. Samples from materials in place in a material source shall be taken at depths from the existing surface that will ensure the presence of the full quantity of ground water. Excavations for the purpose of securing samples shall be made to the full depth of intended source operations. Samples shall be protected against loss of contained water until they are delivered to the Engineer.
- The Engineer will waive the above freeze-thaw test and the 4-month advance notice, required in this Section, provided aggregates are to be obtained from sources that have previously passed this test and test results are currently applicable.
- No extension of contract time will be allowed for the time required to perform the freezing and thawing test.
- When the source of an aggregate is changed, except for pavement concrete, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates. When the source of an aggregate is changed for pavement concrete, the Engineer shall be allowed sufficient time to adjust the mix, and the aggregates shall not be used until necessary adjustments are made.

90-2.02A Coarse Aggregate

- Coarse aggregate shall consist of gravel, crushed gravel, crushed rock, crushed air-cooled iron blast furnace slag or combinations thereof. Crushed air-cooled blast furnace slag shall not be used in reinforced or prestressed concrete.
- Coarse aggregate shall conform to the following quality requirements:

Tests	California Test	Requirements
Loss in Los Angeles Rattler (after 500 revolutions)	211	45% max.
Cleanliness Value		
Operating Range	227	75 min.
Contract Compliance	227	71 min.

- In lieu of the above Cleanliness Value requirements, a Cleanliness Value "Operating Range" limit of 71, minimum, and a Cleanliness Value "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the coarse aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

1. coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanliness Value of not less than 82 when tested by California Test 227; and
2. prequalification tests performed in conformance with the requirements in California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

90-2.02B Fine Aggregate

- Fine aggregate shall consist of natural sand, manufactured sand produced from larger aggregate or a combination thereof. Manufactured sand shall be well graded.
- Fine aggregate shall conform to the following quality requirements:

Test	California Test	Requirements
Organic Impurities	213	Satisfactory ^a
Mortar Strengths Relative to Ottawa Sand	515	95%, min.
Sand Equivalent:		
Operating Range	217	75, min.
Contract Compliance	217	71, min.

a Fine aggregate developing a color darker than the reference standard color solution may be accepted if it is determined by the Engineer, from mortar strength tests, that a darker color is acceptable.

- In lieu of the above Sand Equivalent requirements, a Sand Equivalent "Operating Range" limit of 71 minimum and a Sand Equivalent "Contract Compliance" limit of 68 minimum will be used to determine the acceptability of the fine aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

- fine aggregate sampled at the completion of processing at the aggregate production plant had a Sand Equivalent value of not less than 82 when tested by California Test 217; and
- prequalification tests performed in conformance with California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

90-2.03 WATER

- In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO₄, when tested in conformance with California Test 417. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1300 parts per million of sulfates as SO₄, when tested in conformance with California Test 417. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

- In non-reinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1500 parts per million of sulfates as SO₄, when tested in conformance with California Test 417.

- In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

- Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis (Na₂O + 0.658 K₂O) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

90-2.04 ADMIXTURE MATERIALS

- Admixture materials shall conform to the requirements in the following ASTM Designations:

- Chemical Admixtures—ASTM Designation: C 494.
- Air-entraining Admixtures—ASTM Designation: C 260.
- Calcium Chloride—ASTM Designation: D 98.
- Mineral Admixtures—Coal fly ash; raw or calcined natural pozzolan as specified in ASTM Designation: C618; silica fume conforming to the requirements in ASTM Designation: C1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

- Unless otherwise specified in the special provisions, mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

90-3 AGGREGATE GRADINGS

90-3.01 GENERAL

- Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.
- The Engineer may waive, in writing, the gradation requirements in this Section 90-3.01 and in Sections 90-3.02, "Coarse Aggregate Grading," 90-3.03, "Fine Aggregate Grading," and 90-3.04, "Combined Aggregate Gradings," if, in the Engineer's opinion, furnishing the gradation is not necessary for the type or amount of concrete work to be constructed.
- Gradations proposed by the Contractor shall be within the following percentage passing limits:

Primary Aggregate Nominal Size	Sieve Size	Limits of Proposed Gradation
37.5-mm x 19-mm	25-mm	19 - 41
25-mm x 4.75-mm	19-mm	52 - 85
25-mm x 4.75-mm	9.5-mm	15 - 38
12.5-mm x 4.75-mm	9.5-mm	40 - 78
9.5-mm x 2.36-mm	9.5-mm	50 - 85
Fine Aggregate	1.18-mm	55 - 75
Fine Aggregate	600- μ m	34 - 46
Fine Aggregate	300- μ m	16 - 29

- Should the Contractor change the source of supply, the Contractor shall submit in writing to the Engineer the new gradations before their intended use.

90-3.02 COARSE AGGREGATE GRADING

- The grading requirements for coarse aggregates are shown in the following table for each size of coarse aggregate:

Sieve Sizes	Percentage Passing Primary Aggregate Nominal Sizes							
	37.5-mm x 19-mm		25-mm x 4.75-mm		12.5-mm x 4.75-mm		9.5-mm x 2.36-mm	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance
50-mm	100	100	—	—	—	—	—	—
37.5-mm	88-100	85-100	100	100	—	—	—	—
25-mm	x \pm 18	X \pm 25	88-100	86-100	—	—	—	—
19-mm	0-17	0-20	X \pm 15	X \pm 22	100	100	—	—
12.5-mm	—	—	—	—	82-100	80-100	100	100
9.5-mm	0-7	0-9	X \pm 15	X \pm 22	X \pm 15	X \pm 22	X \pm 15	X \pm 20
4.75-mm	—	—	0-16	0-18	0-15	0-18	0-25	0-28
2.36-mm	—	—	0-6	0-7	0-6	0-7	0-6	0-7

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."
- Coarse aggregate for the 37.5-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," shall be furnished in 2 or more primary aggregate nominal sizes. Each primary aggregate nominal size may be separated into 2 sizes and stored separately, provided that the combined material conforms to the grading requirements for that particular primary aggregate nominal size.
- When the 25-mm, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," is to be used, the coarse aggregate may be separated into 2 sizes and stored separately, provided that the combined material shall conform to the grading requirements for the 25-mm x 4.75-mm primary aggregate nominal size.

90-3.03 FINE AGGREGATE GRADING

- Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
9.5-mm	100	100
4.75-mm	95-100	93-100
2.36-mm	65-95	61-99
1.18-mm	$X \pm 10$	$X \pm 13$
600- μm	$X \pm 9$	$X \pm 12$
300- μm	$X \pm 6$	$X \pm 9$
150- μm	2-12	1-15
75- μm	0-8	0-10

- In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."
- In addition to the above required grading analysis, the distribution of the fine aggregate sizes shall be such that the difference between the total percentage passing the 1.18-mm sieve and the total percentage passing the 600- μm sieve shall be between 10 and 40, and the difference between the percentage passing the 600- μm and 300- μm sieves shall be between 10 and 40.
- Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

90-3.04 COMBINED AGGREGATE GRADINGS

- Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein. Within these limitations, the relative proportions shall be as ordered by the Engineer, except as otherwise provided in Section 90-1.01, "Description."
- The combined aggregate grading used in portland cement concrete pavement shall be the 37.5-mm, maximum grading.
- The combined aggregate grading used in concrete for structures and other concrete items, except when specified otherwise in these specifications or the special provisions, shall be either the 37.5-mm, maximum grading, or the 25-mm, maximum grading, at the option of the Contractor.

Grading Limits of Combined Aggregates

Sieve Sizes	Percentage Passing			
	37.5-mm Max.	25-mm Max.	12.5-mm Max.	9.5-mm Max.
50-mm	100	—	—	—
37.5-mm	90-100	100	—	—
25-mm	50-86	90-100	—	—
19-mm	45-75	55-100	100	—
12.5-mm	—	—	90-100	100
9.5-mm	38-55	45-75	55-86	50 - 100
4.75-mm	30-45	35-60	45-63	45 - 63
2.36-mm	23-38	27-45	35-49	35 - 49
1.18-mm	17-33	20-35	25-37	25 - 37
600- μm	10-22	12-25	15-25	15 - 25
300- μm	4-10	5-15	5-15	5 - 15
150- μm	1-6	1-8	1-8	1 - 8
75- μm	0-3	0-4	0-4	0 - 4

- Changes from one grading to another shall not be made during the progress of the work unless permitted by the Engineer.

90-4 ADMIXTURES

90-4.01 GENERAL

- Admixtures used in portland cement concrete shall conform to and be used in conformance with the provisions in this Section 90-4 and the special provisions. Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option as provided herein.
- Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by mass of admixture, as determined by California Test 415, shall not be used in prestressed or reinforced concrete.
- Calcium chloride shall not be used in concrete containing steel reinforcement or other embedded metals.
- Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.
- Admixtures shall be uniform in properties throughout their use in the work. Should it be found that an admixture as furnished is not uniform in properties, its use shall be discontinued.
- If more than one admixture is used, the admixtures shall be compatible with each other so that the desirable effects of all admixtures used will be realized.

90-4.02 MATERIALS

- Admixture materials shall conform to the provisions in Section 90-2.04, "Admixture Materials."

90-4.03 ADMIXTURE APPROVAL

- No admixture brand shall be used in the work unless it is on the Department's current list of approved brands for the type of admixture involved.
- Admixture brands will be considered for addition to the approved list if the manufacturer of the admixture submits to the Transportation Laboratory a sample of the admixture accompanied by certified test results demonstrating that the admixture complies with the requirements in the appropriate ASTM Designation and these specifications. The sample shall be sufficient to permit performance of all required tests. Approval of admixture brands will be dependent upon a determination as to compliance with the requirements, based on the certified test results submitted, together with tests the Department may elect to perform.
- When the Contractor proposes to use an admixture of a brand and type on the current list of approved admixture brands, the Contractor shall furnish a Certificate of Compliance from the manufacturer, as provided in Section 6-1.07, "Certificates of Compliance," certifying that the admixture furnished is the same as that previously approved. If a previously approved admixture is not accompanied by a Certificate of Compliance, the admixture shall not be used in the work until the Engineer has had sufficient time to make the appropriate tests and has approved the admixture for use. The Engineer may take samples for testing at any time, whether or not the admixture has been accompanied by a Certificate of Compliance.
- If a mineral admixture is delivered directly to the site of the work, the Certificate of Compliance shall be signed by the manufacturer or supplier of the mineral admixture. If the mineral admixture is used in ready-mix concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES AND CALCIUM CHLORIDE

- When the use of a chemical admixture or calcium chloride is specified or ordered by the Engineer, the admixture shall be used at the dosage specified or ordered, except that if no dosage is specified or ordered, the admixture shall be used at the dosage normally recommended by the manufacturer of the admixture.
- Calcium chloride shall be dispensed in liquid, flake, or pellet form. Calcium chloride dispensed in liquid form shall conform to the provisions for dispensing liquid admixtures in Section 90-4.10, "Proportioning and Dispensing Liquid Admixtures."

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

- The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate any concrete construction application subject to the following conditions:
 - A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass, except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter; and
 - B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

- Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494, may be used in portland cement concrete. Inclusion in the mix design submitted for approval will not be required provided that the admixture is added to counteract changing conditions that contribute to delayed setting of the portland cement concrete, and the use or change in dosage of the admixture is approved in writing by the Engineer.

90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES

- When air-entrainment is specified or ordered by the Engineer, the air-entraining admixture shall be used in amounts to produce a concrete having the specified air content as determined by California Test 504.

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

- When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent, and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate as provided in Section 40-1.015, "Cement Content."

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

- Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material.
- The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 618.

- The amounts of cement and mineral admixture used in cementitious material shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:

- A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content;
- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
 1. When the calcium oxide content of a mineral admixture is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix;
 2. When the calcium oxide content of a mineral admixture is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix;
 3. When a mineral admixture that conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," is used, the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix
- C. The total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

90-4.09 BLANK

90-4.10 PROPORTIONING AND DISPENSING LIQUID ADMIXTURES

- Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers for liquid admixtures shall have sufficient capacity to measure at one time the prescribed quantity required for each batch of concrete. Each dispenser shall include a graduated measuring unit into which liquid admixtures are measured to within ± 5 percent of the prescribed quantity for each batch. Dispensers shall be located and maintained so that the graduations can be accurately read from the point at which proportioning operations are controlled to permit a visual check of batching accuracy prior to discharge. Each measuring unit shall be clearly marked for the type and quantity of admixture.

- Each liquid admixture dispensing system shall be equipped with a sampling device consisting of a valve located in a safe and readily accessible position such that a sample of the admixture may be withdrawn slowly by the Engineer.
- If more than one liquid admixture is used in the concrete mix, each liquid admixture shall have a separate measuring unit and shall be dispensed by injecting equipment located in such a manner that the admixtures are not mixed at high concentrations and do not interfere with the effectiveness of each other. When air-entraining admixtures are used in conjunction with other liquid admixtures, the air-entraining admixture shall be the first to be incorporated into the mix.
- When automatic proportioning devices are required for concrete pavement, dispensers for liquid admixtures shall operate automatically with the batching control equipment. The dispensers shall be equipped with an automatic warning system in good operating condition that will provide a visible or audible signal at the point at which proportioning operations are controlled when the quantity of admixture measured for each batch of concrete varies from the preselected dosage by more than 5 percent, or when the entire contents of the measuring unit are not emptied from the dispenser into each batch of concrete.
- Unless liquid admixtures are added to premeasured water for the batch, their discharge into the batch shall be arranged to flow into the stream of water so that the admixtures are well dispersed throughout the batch, except that air-entraining admixtures may be dispensed directly into moist sand in the batching bins provided that adequate control of the air content of the concrete can be maintained.
- Liquid admixtures requiring dosages greater than 2.5 L/m³ shall be considered to be water when determining the total amount of free water as specified in Section 90-6.06, "Amount of Water and Penetration."
- Special admixtures, such as "high range" water reducers that may contribute to a high rate of slump loss, shall be measured and dispensed as recommended by the admixture manufacturer and as approved by the Engineer.

90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES

- Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection and identification for each shipment.
- Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.
- Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.
- When concrete is completely mixed in stationary paving mixers, the mineral admixture shall be weighed in a separate weigh hopper conforming to the provisions for cement weigh hoppers and charging and discharging mechanisms in Section 90-5.03A, "Proportioning for Pavement," and the mineral admixture and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the mineral admixture is not weighed in a separate weigh hopper, the Contractor shall provide certification that the stationary mixer is capable of mixing the cement, admixture, aggregates and water uniformly prior to discharge. Certification shall contain the following:
 - A. Test results for 2 compressive strength test cylinders of concrete taken within the first one-third and 2 compressive strength test cylinders of concrete taken within the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;"
 - B. Calculations demonstrating that the difference in the averages of 2 compressive strengths taken in the first one-third is no greater than 7.5 percent different than the averages of 2 compressive strengths taken in the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;" and
 - C. The mixer rotation speed and time of mixing prior to discharge that are required to produce a mix that meets the requirements above.

90-5 PROPORTIONING

90-5.01 STORAGE OF AGGREGATES

- Aggregates shall be stored or stockpiled in such a manner that separation of coarse and fine particles of each size shall be avoided and also that the various sizes shall not become intermixed before proportioning.
- Aggregates shall be stored or stockpiled and handled in a manner that shall prevent contamination by foreign materials. In addition, storage of aggregates at batching or mixing facilities that are erected subsequent to the award of the contract and that furnish concrete to the project shall conform to the following:

- A. Intermingling of the different sizes of aggregates shall be positively prevented. The Contractor shall take the necessary measures to prevent intermingling. The preventive measures may include, but are not necessarily limited to, physical separation of stockpiles or construction of bulkheads of adequate length and height; and
- B. Contamination of aggregates by contact with the ground shall be positively prevented. The Contractor shall take the necessary measures to prevent contamination. The preventive measures shall include, but are not necessarily limited to, placing aggregates on wooden platforms or on hardened surfaces consisting of portland cement concrete, asphalt concrete, or cement treated material.

- In placing aggregates in storage or in moving the aggregates from storage to the weigh hopper of the batching plant, any method that may cause segregation, degradation, or the combining of materials of different gradings that will result in any size of aggregate at the weigh hopper failing to meet the grading requirements, shall be discontinued. Any method of handling aggregates that results in excessive breakage of particles shall be discontinued. The use of suitable devices to reduce impact of falling aggregates may be required by the Engineer.

90-5.02 PROPORTIONING DEVICES

- Weighing, measuring, or metering devices used for proportioning materials shall conform to the requirements in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems shall comply with the requirements for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." Automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and mineral admixture for one batch of concrete is a single operation of a switch or starter.

- Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to ensure their accuracy.

- Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.

- Equipment for cumulative weighing of aggregate shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ± 0.5 percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of ± 0.5 percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ± 0.5 percent of its designated mass or volume.

- The mass indicated for any batch of material shall not vary from the preselected scale setting by more than the following:

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses; and
- B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses; and
- C. Water shall be within 1.5 percent of its designated mass or volume.

- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5-kg graduations.

90-5.03 PROPORTIONING

- Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.

- At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.

- Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.
- Bulk "Type IP (MS) Modified" cement shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.
- Bulk cement and mineral admixture may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and mineral admixture are weighed cumulatively, the cement shall be weighed first.
- When cement and mineral admixtures are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture shall be individual and distinct from all other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the mineral admixture shall be discharged into the mixer simultaneously with the aggregate.
- The scales and weigh hoppers for bulk weighing cement, mineral admixture, or cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.
- For batches with a volume of one cubic meter or more, the batching equipment shall conform to one of the following combinations:
 - A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
 - B. Single box and scale indicator for all aggregates.
 - C. Single box or separate boxes and automatic weighing mechanism for all aggregates.
- In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor's expense on scales designated by the Engineer.

90-5.03A Proportioning for Pavement

- Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to these specifications.
- The Contractor shall install and maintain in operating condition an electronically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.
- The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- When interlocks are required for cement and mineral admixture charging mechanisms and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture, or cement plus mineral admixture into the aggregate as directed by the Engineer.
- When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.
- Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.
- When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.
- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

90-6 MIXING AND TRANSPORTING

90-6.01 GENERAL

- Concrete shall be mixed in mechanically operated mixers, except that when permitted by the Engineer, batches not exceeding 0.25 m³ may be mixed by hand methods in conformance with the provisions in Section 90-6.05, "Hand-Mixing."
- Equipment having components made of aluminum or magnesium alloys that would have contact with plastic concrete during mixing, transporting, or pumping of portland cement concrete shall not be used.
- Concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.
- Uniformity of concrete mixtures will be determined by differences in penetration as determined by California Test 533, or slump as determined by ASTM Designation: C 143, and by variations in the proportion of coarse aggregate as determined by California Test 529.
- When the mix design specifies a penetration value, the difference in penetration, determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed 10 mm. When the mix design specifies a slump value, the difference in slump, determined by comparing slump tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed the values given in the table below. Variation in the proportion of coarse aggregate will be determined by comparing the results of tests of 2 samples of mixed concrete from the same batch or truck mixer load and the difference between the 2 results shall not exceed 100 kg per cubic meter of concrete.

Average Slump	Maximum Permissible Difference
Less than 100-mm	25-mm
100-mm to 150-mm	38-mm
Greater than 150-mm to 225-mm	50-mm

- The Contractor, at the Contractor's expense, shall furnish samples of the freshly mixed concrete and provide satisfactory facilities for obtaining the samples.

90-6.02 MACHINE MIXING

- Concrete mixers may be of the revolving drum or the revolving blade type, and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers and agitators that have an accumulation of hard concrete or mortar shall not be used.
- The temperature of mixed concrete, immediately before placing, shall be not less than 10°C or more than 32°C. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 65°C. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.
- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one - fourth of the specified mixing time.
- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions that reduce or vary the required quantity of cementitious material in the concrete mixture.
- Paving and stationary mixers shall be operated with an automatic timing device. The timing device and discharge mechanism shall be interlocked so that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.
- The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.
- The size of batch shall not exceed the manufacturer's guaranteed capacity.
- When producing concrete for pavement or base, suitable batch counters shall be installed and maintained in good operating condition at jobsite batching plants and stationary mixers. The batch counters shall indicate the exact number of batches proportioned and mixed.
- Concrete shall be mixed and delivered to the jobsite by means of one of the following combinations of operations:
 - A. Mixed completely in a stationary mixer and the mixed concrete transported to the point of delivery in truck agitators or in non-agitating hauling equipment (central-mixed concrete).
 - B. Mixed partially in a stationary mixer, and the mixing completed in a truck mixer (shrink-mixed concrete).
 - C. Mixed completely in a truck mixer (transit-mixed concrete).
 - D. Mixed completely in a paving mixer.

- Agitators may be truck mixers operating at agitating speed or truck agitators. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates on which is plainly marked the various uses for which the equipment is designed, the manufacturer's guaranteed capacity of the drum or container in terms of the volume of mixed concrete and the speed of rotation of the mixing drum or blades.
- Truck mixers shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified.
- When shrink-mixed concrete is furnished, concrete that has been partially mixed at a central plant shall be transferred to a truck mixer and all requirements for transit-mixed concrete shall apply. No credit in the number of revolutions at mixing speed shall be allowed for partial mixing in a central plant.

90-6.03 TRANSPORTING MIXED CONCRETE

- Mixed concrete may be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturer of the equipment as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable for adequate placement and consolidation in place, and provided the mixed concrete after hauling to the delivery point conforms to the provisions in Section 90-6.01, "General."
- Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity and shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.
- Bodies of non-agitating hauling equipment shall be constructed so that leakage of the concrete mix, or any part thereof, will not occur at any time.
- Concrete hauled in open-top vehicles shall be protected during hauling against rain or against exposure to the sun for more than 20 minutes when the ambient temperature exceeds 24°C.
- No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer. If the Engineer authorizes additional water to be incorporated into the concrete, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharge is commenced.
- The rate of discharge of mixed concrete from truck mixer-agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.
- When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours or before 250 revolutions of the drum or blades, whichever occurs first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, the time allowed may be less than 1.5 hours.
- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.
- Each load of concrete delivered at the jobsite shall be accompanied by a weighmaster certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load, and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weighmaster certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.
- Weighmaster certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on a 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be "line feed, carriage return" (LFCR) and "one line, separate record" with allowances for sufficient fields to satisfy the amount of data required by these specifications.
- The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch masses or measurements for a load of concrete provided that both certificates are imprinted with the same non-repeating load number that is unique to the contract and delivered to the jobsite with the load.
- Weighmaster certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities."

90-6.04 TIME OR AMOUNT OF MIXING

- Mixing of concrete in paving or stationary mixers shall continue for the required mixing time after all ingredients, except water and admixture, if added with the water, are in the mixing compartment of the mixer before any part of the batch is released. Transfer time in multiple drum mixers shall not be counted as part of the required mixing time.

- The required mixing time, in paving or stationary mixers, of concrete used for concrete structures, except minor structures, shall be not less than 90 seconds or more than 5 minutes, except that when directed by the Engineer in writing, the requirements of the following paragraph shall apply.
- The required mixing time, in paving or stationary mixers, except as provided in the preceding paragraph, shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at the mixing speed for transit-mixed concrete shall not be less than that recommended by the mixer manufacturer, but in no case shall the number of revolutions be less than that required to consistently produce concrete conforming to the provisions for uniformity in Section 90-6.01, "General."

90-6.05 HAND-MIXING

- Hand-mixed concrete shall be made in batches of not more than 0.25 m³ and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

90-6.06 AMOUNT OF WATER AND PENETRATION

- The amount of water used in concrete mixes shall be regulated so that the penetration of the concrete as determined by California Test 533 or the slump of the concrete as determined by ASTM Designation: C 143 is within the "Nominal" values shown in the following table. When the penetration or slump of the concrete is found to exceed the nominal values listed, the mixture of subsequent batches shall be adjusted to reduce the penetration or slump to a value within the nominal range shown. Batches of concrete with a penetration or slump exceeding the maximum values listed shall not be used in the work. When Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 225 mm after the chemical admixtures are added.

Type of Work	Nominal		Maximum	
	Penetration (mm)	Slump (mm)	Penetration (mm)	Slump (mm)
Concrete Pavement	0-25	—	40	—
Non-reinforced concrete facilities	0-35	—	50	—
Reinforced concrete structures				
Sections over 300-mm thick	0-35	—	65	—
Sections 300-mm thick or less	0-50	—	75	—
Concrete placed under water	—	150-200	—	225
Cast-in-place concrete piles	65-90	130-180	100	200

- The amount of free water used in concrete shall not exceed 183 kg/m³, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m³.
- The term free water is defined as the total water in the mixture minus the water absorbed by the aggregates in reaching a saturated surface-dry condition.
- Where there are adverse or difficult conditions that affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.
- The equipment for supplying water to the mixer shall be constructed and arranged so that the amount of water added can be measured accurately. Any method of discharging water into the mixer for a batch shall be accurate within 1.5 percent of the quantity of water required to be added to the mix for any position of the mixer. Tanks used to measure water shall be designed so that water cannot enter while water is being discharged into the mixer and discharge into the mixer shall be made rapidly in one operation without dribbling. All equipment shall be arranged so as to permit checking the amount of water delivered by discharging into measured containers.

90-7 CURING CONCRETE

90-7.01 METHODS OF CURING

- Newly placed concrete shall be cured by the methods specified in this Section 90-7.01 and the special provisions.

90-7.01A Water Method

- The concrete shall be kept continuously wet by the application of water for a minimum curing period of 7 days after the concrete has been placed.
- When a curing medium consisting of cotton mats, rugs, carpets, or earth or sand blankets is to be used to retain the moisture, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. The moisture from the nozzle shall not be applied under pressure directly upon the concrete and shall not be allowed to accumulate on the concrete in a quantity sufficient to cause a flow or wash the surface. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing mediums.
- When concrete bridge decks and flat slabs are to be cured without the use of a curing medium, the entire surface of the bridge deck or slab shall be kept damp by the application of water with an atomizing nozzle as specified in the preceding paragraph, until the concrete has set, after which the entire surface of the concrete shall be sprinkled continuously with water for a period of not less than 7 days.

90-7.01B Curing Compound Method

- Surfaces of the concrete that are exposed to the air shall be sprayed uniformly with a curing compound.
- Curing compounds to be used shall be as follows:
 1. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B, except the resin type shall be poly-alpha-methylstyrene.
 2. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B.
 3. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class A.
 4. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
 5. Non-pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
 6. Non-pigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A.
- The infrared scan for the dried vehicle from curing compound (1) shall match the infrared scan on file at the Transportation Laboratory.
- The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.15-kg/m² in 24 hours or more than 0.45-kg/m² in 72 hours.
- The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.
- When the use of curing compound is required or permitted elsewhere in these specifications or in the special provisions and no specific kind is specified, any of the curing compounds listed above may be used.
- Curing compound shall be applied at a nominal rate of 3.7 m²/L, unless otherwise specified.
- At any point, the application rate shall be within ± 1.2 m²/L of the nominal rate specified, and the average application rate shall be within ± 0.5 m²/L of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.
- Curing compounds shall be applied using power operated spray equipment. The power operated spraying equipment shall be equipped with an operational pressure gage and a means of controlling the pressure. Hand spraying of small and irregular areas that are not reasonably accessible to mechanical spraying equipment, in the opinion of the Engineer, may be permitted.
- The curing compound shall be applied to the concrete following the surface finishing operation, immediately before the moisture sheen disappears from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any drying or cracking of the surface, application of water with an atomizing nozzle as specified in Section 90-7.01A, "Water Method," shall be started immediately and shall be continued until application of the compound is resumed or started; however, the compound shall not be applied over any resulting freestanding water. Should the film of compound be damaged from any cause before the expiration of 7 days after the concrete is placed in the case of structures and 72 hours in the case of pavement, the damaged portion shall be repaired immediately with additional compound.

- At the time of use, compounds containing pigments shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. A paddle shall be used to loosen all settled pigment from the bottom of the container, and a power driven agitator shall be used to disperse the pigment uniformly throughout the vehicle.
- Agitation shall not introduce air or other foreign substance into the curing compound.
- The manufacturer shall include in the curing compound the necessary additives for control of sagging, pigment settling, leveling, de-emulsification, or other requisite qualities of a satisfactory working material. Pigmented curing compounds shall be manufactured so that the pigment does not settle badly, does not cake or thicken in the container, and does not become granular or curdled. Settlement of pigment shall be a thoroughly wetted, soft, mushy mass permitting the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with minimum resistance to the sideways manual motion of the paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.
- Curing compounds shall remain sprayable at temperatures above 4°C and shall not be diluted or altered after manufacture.
- The curing compound shall be packaged in clean 210-L barrels or round 19-L containers or shall be supplied from a suitable storage tank located at the jobsite. The containers shall comply with "Title 49, Code of Federal Regulations, Hazardous Materials Regulations." The 210-L barrels shall have removable lids and airtight fasteners. The 19-L containers shall be round and have standard full open head and bail. Lids with bungholes shall not be permitted. On-site storage tanks shall be kept clean and free of contaminants. Each tank shall have a permanent system designed to completely redisperse settled material without introducing air or other foreign substances.
- Steel containers and lids shall be lined with a coating that will prevent destructive action by the compound or chemical agents in the air space above the compound. The coating shall not come off the container or lid as skins. Containers shall be filled in a manner that will prevent skinning. Plastic containers shall not react with the compound.
- Each container shall be labeled with the manufacturer's name, kind of curing compound, batch number, volume, date of manufacture, and volatile organic compound (VOC) content. The label shall also warn that the curing compound containing pigment shall be well stirred before use. Precautions concerning the handling and the application of curing compound shall be shown on the label of the curing compound containers in conformance with the Construction Safety Orders and General Industry Safety Orders of the State of California.
- Containers of curing compound shall be labeled to indicate that the contents fully comply with the rules and regulations concerning air pollution control in the State of California.
- When the curing compound is shipped in tanks or tank trucks, a shipping invoice shall accompany each load. The invoice shall contain the same information as that required herein for container labels.
- Curing compound will be sampled by the Engineer at the source of supply or at the jobsite or at both locations.
- Curing compound shall be formulated so as to maintain the specified properties for a minimum of one year. The Engineer may require additional testing before use to determine compliance with these specifications if the compound has not been used within one year or whenever the Engineer has reason to believe the compound is no longer satisfactory.
- Tests will be conducted in conformance with the latest ASTM test methods and methods in use by the Transportation Laboratory.

90-7.01C Waterproof Membrane Method

- The exposed finished surfaces of concrete shall be sprayed with water, using a nozzle that so atomizes the flow that a mist and not a spray is formed, until the concrete has set, after which the curing membrane shall be placed. The curing membrane shall remain in place for a period of not less than 72 hours.
- Sheeting material for curing concrete shall conform to the requirements in AASHTO Designation: M 171 for white reflective materials.
- The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 100 mm.
- The sheets shall be securely weighted down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.
- Should any portion of the sheets be broken or damaged before the expiration of 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.
- Sections of membrane that have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing the concrete shall not be used.

90-7.01D Forms-In-Place Method

- Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 0.5-m in least dimension the forms shall remain in place for a minimum period of 5 days.
- Joints in the forms and the joints between the end of forms and concrete shall be kept moisture tight during the curing period. Cracks in the forms and cracks between the forms and the concrete shall be resealed by methods subject to the approval of the Engineer.

90-7.02 CURING PAVEMENT

- The entire exposed area of the pavement, including edges, shall be cured by the waterproof membrane method, or curing compound method using curing compound (1) or (2) as the Contractor may elect. Should the side forms be removed before the expiration of 72 hours following the start of curing, the exposed pavement edges shall also be cured. If the pavement is cured by means of the curing compound method, the sawcut and all portions of the curing compound that have been disturbed by sawing operations shall be restored by spraying with additional curing compound.
- Curing shall commence as soon as the finishing process provided in Section 40-1.10, "Final Finishing," has been completed. The method selected shall conform to the provisions in Section 90-7.01, "Methods of Curing."
- When the curing compound method is used, the compound shall be applied to the entire pavement surface by mechanical sprayers. Spraying equipment shall be of the fully atomizing type equipped with a tank agitator that provides for continual agitation of the curing compound during the time of application. The spray shall be adequately protected against wind, and the nozzles shall be so oriented or moved mechanically transversely as to result in the minimum specified rate of coverage being applied uniformly on exposed faces. Hand spraying of small and irregular areas, and areas inaccessible to mechanical spraying equipment, in the opinion of the Engineer, will be permitted. When the ambient air temperature is above 15°C, the Contractor shall fog the surface of the concrete with a fine spray of water as specified in Section 90-7.01A, "Water Method." The surface of the pavement shall be kept moist between the hours of 10:00 a.m. and 4:30 p.m. on the day the concrete is placed. However, the fogging done after the curing compound has been applied shall not begin until the compound has set sufficiently to prevent displacement. Fogging shall be discontinued if ordered in writing by the Engineer.

90-7.03 CURING STRUCTURES

- Newly placed concrete for cast-in-place structures, other than highway bridge decks, shall be cured by the water method, the forms-in-place method, or, as permitted herein, by the curing compound method, in conformance with the provisions in Section 90-7.01, "Methods of Curing."
- The curing compound method using a pigmented curing compound may be used on concrete surfaces of construction joints, surfaces that are to be buried underground, and surfaces where only Ordinary Surface Finish is to be applied and on which a uniform color is not required and that will not be visible from a public traveled way. If the Contractor elects to use the curing compound method on the bottom slab of box girder spans, the curing compound shall be curing compound (1).
- The top surface of highway bridge decks shall be cured by both the curing compound method and the water method. The curing compound shall be curing compound (1). The curing compound shall be applied progressively during the deck finishing operations immediately after finishing operations are completed on each individual portion of the deck. The water cure shall be applied not later than 4 hours after completion of deck finishing or, for portions of the decks on which finishing is completed after normal working hours, the water cure shall be applied not later than the following morning.
- Concrete surfaces of minor structures, as defined in Section 51-1.02, "Minor Structures," shall be cured by the water method, the forms-in-place method or the curing compound method.
- When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surfaces being cured by the curing compound method or by the forms-in-place method, until the Engineer determines that a cooling effect is no longer required. Application of water for this purpose will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

90-7.04 CURING PRECAST CONCRETE MEMBERS

- Precast concrete members shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing." Curing shall be provided for the minimum time specified for each method or until the concrete reaches its design strength, whichever is less. Steam curing may also be used for precast members and shall conform to the following provisions:
 - A. After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 10°C, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 10°C and 32°C.

- B. To prevent moisture loss on exposed surfaces during the presteaming period, members shall be covered as soon as possible after casting or the exposed surfaces shall be kept wet by fog spray or wet blankets.
- C. Enclosures for steam curing shall allow free circulation of steam about the member and shall be constructed to contain the live steam with a minimum moisture loss. The use of tarpaulins or similar flexible covers will be permitted, provided they are kept in good repair and secured in such a manner as to prevent the loss of steam and moisture.
- D. Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 22°C per hour. The curing temperature throughout the enclosure shall not exceed 65°C and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.
- E. Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 60 m of continuous bed length will be required for checking temperature.
- F. Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 15°C until the stress is transferred to the concrete.
- G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES

- Newly placed concrete for precast prestressed concrete piles shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," except that piles with a class designation ending in C (corrosion resistant) shall be cured as follows:

- A. Piles shall be either steam cured or water cured. If water curing is used, the piles shall be kept continuously wet by the application of water in conformance with the provisions in Section 90-7.01A, "Water Method."
- B. If steam curing is used, the steam curing provisions in Section 90-7.04, "Curing Precast Concrete Members," shall apply except that the piles shall be kept continuously wet for their entire length for a period of not less than 3 days, including the holding and steam curing periods.

90-7.06 CURING SLOPE PROTECTION

- Concrete slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."
- Concreted-rock slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing," or with a blanket of earth kept wet for 72 hours, or by sprinkling with a fine spray of water every 2 hours during the daytime for a period of 3 days.

90-7.07 CURING MISCELLANEOUS CONCRETE WORK

- Exposed surfaces of curbs shall be cured by pigmented curing compounds as specified in Section 90-7.01B, "Curing Compound Method."
- Concrete sidewalks, gutter depressions, island paving, curb ramps, driveways, and other miscellaneous concrete areas shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."
- Shotcrete shall be cured for at least 72 hours by spraying with water, or by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."
- Mortar and grout shall be cured by keeping the surface damp for 3 days.
- After placing, the exposed surfaces of sign structure foundations, including pedestal portions, if constructed, shall be cured for at least 72 hours by spraying with water, or by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

90-8 PROTECTING CONCRETE

90-8.01 GENERAL

- In addition to the provisions in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," the Contractor shall protect concrete as provided in this Section 90-8.

- Concrete shall not be placed on frozen or ice-coated ground or subgrade nor on ice-coated forms, reinforcing steel, structural steel, conduits, precast members, or construction joints.
- Under rainy conditions, placing of concrete shall be stopped before the quantity of surface water is sufficient to damage surface mortar or cause a flow or wash of the concrete surface, unless the Contractor provides adequate protection against damage.
- Concrete that has been frozen or damaged by other causes, as determined by the Engineer, shall be removed and replaced by the Contractor at the Contractor's expense.

90-8.02 PROTECTING CONCRETE STRUCTURES

- Structure concrete and shotcrete used as structure concrete shall be maintained at a temperature of not less than 7°C for 72 hours after placing and at not less than 4°C for an additional 4 days. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

90-8.03 PROTECTING CONCRETE PAVEMENT

- Pavement concrete shall be maintained at a temperature of not less than 4°C for 72 hours. When required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.
- Except as provided in Section 7-1.08, "Public Convenience," the Contractor shall protect concrete pavement against construction and other activities that abrade, scar, discolor, reduce texture depth, lower coefficient of friction, or otherwise damage the surface. Stockpiling, drifting, or excessive spillage of soil, gravel, petroleum products, and concrete or asphalt mixes on the surface of concrete pavement is prohibited unless otherwise specified in these specifications, the special provisions or permitted by the Engineer.
- When ordered by the Engineer or shown on the plans or specified in the special provisions, pavement crossings shall be constructed for the convenience of public traffic. The material and work necessary for the construction of the crossings, and their subsequent removal and disposal, will be paid for at the contract unit prices for the items of work involved and if there are no contract items for the work involved, payment for pavement crossings will be made by extra work as provided in Section 4-1.03D, "Extra Work." Where public traffic will be required to cross over the new pavement, Type III portland cement may be used in concrete, if permitted in writing by the Engineer. The pavement may be opened to traffic as soon as the concrete has developed a modulus of rupture of 3.8 MPa. The modulus of rupture will be determined by California Test 523.
- No traffic or Contractor's equipment, except as hereinafter provided, will be permitted on the pavement before a period of 10 days has elapsed after the concrete has been placed, nor before the concrete has developed a modulus of rupture of at least 3.8 MPa. Concrete that fails to attain a modulus of rupture of 3.8 MPa within 10 days shall not be opened to traffic until directed by the Engineer.
- Equipment for sawing weakened plane joints will be permitted on the pavement as specified in Section 40-1.08B, "Weakened Plane Joints."
- When requested in writing by the Contractor, the tracks on one side of paving equipment will be permitted on the pavement after a modulus of rupture of 2.4 MPa has been attained, provided that:
 - A. Unit pressure exerted on the pavement by the paver shall not exceed 135 kPa;
 - B. Tracks with cleats, grousers, or similar protuberances shall be modified or shall travel on planks or equivalent protective material, so that the pavement is not damaged; and
 - C. No part of the track shall be closer than 0.3-m from the edge of pavement.
- In case of visible cracking of, or other damage to the pavement, operation of the paving equipment on the pavement shall be immediately discontinued.
- Damage to the pavement resulting from early use of pavement by the Contractor's equipment as provided above shall be repaired by the Contractor at the Contractor's expense.
- The State will furnish the molds and machines for testing the concrete for modulus of rupture, and the Contractor, at the Contractor's expense, shall furnish the material and whatever labor the Engineer may require.

90-9 COMPRESSIVE STRENGTH

90-9.01 GENERAL

- Concrete compressive strength requirements consist of a minimum strength that shall be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or the special provisions or are shown on the plans.

- The compressive strength of concrete will be determined from test cylinders that have been fabricated from concrete sampled in conformance with the requirements of ASTM Designation: C 172. Test cylinders will be molded and initially field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with the requirements of ASTM Designation: C 39. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.

- When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

- When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall, at the Contractor's expense, make corrective changes, subject to approval of the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test that indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

- If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but is 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

- No single compressive strength test shall represent more than 250 m³.

- When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders that have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. When the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

- When concrete is specified by compressive strength, prequalification of materials, mix proportions, mixing equipment, and procedures proposed for use will be required prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

- Certified test data, in order to be acceptable, shall indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.
- Trial batch test reports, in order to be acceptable, shall indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.
- Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.
- The certified test data and trial batch test reports shall include the following information:
 - A. Date of mixing.
 - B. Mixing equipment and procedures used.
 - C. The size of batch in cubic meters and the mass, type, and source of all ingredients used.
 - D. Penetration of the concrete.
 - E. The air content of the concrete if an air-entraining admixture is used.
 - F. The age at time of testing and strength of all concrete cylinders tested.
- Certified test data and trial batch test reports shall be signed by an official of the firm that performed the tests.
- When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.
- After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes that, in the judgment of the Engineer, could result in a strength of concrete below that specified.
- The Contractor's attention is directed to the time required to test trial batches and the Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.
- When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

90-10 MINOR CONCRETE

90-10.01 GENERAL

- Concrete for minor structures, slope paving, curbs, sidewalks and other concrete work, when designated as minor concrete on the plans, in the specifications, or in the contract item, shall conform to the provisions specified herein.
- The Engineer, at the Engineer's discretion, will inspect and test the facilities, materials and methods for producing the concrete to ensure that minor concrete of the quality suitable for use in the work is obtained.

90-10.02 MATERIALS

- Minor concrete shall conform to the following requirements:

90-10.02A Cementitious Material

- Cementitious material shall conform to the provisions in Section 90-1.01, "Description."

90-10.02B Aggregate

- Aggregate shall be clean and free from deleterious coatings, clay balls, roots, and other extraneous materials.
- The Contractor shall submit to the Engineer for approval, a grading of the combined aggregate proposed for use in the minor concrete. After acceptance of the grading, aggregate furnished for minor concrete shall conform to that grading, unless a change is authorized in writing by the Engineer.

- The Engineer may require the Contractor to furnish periodic test reports of the aggregate grading furnished. The maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 37.5 mm or smaller than 19 mm.
- The Engineer may waive, in writing, the gradation requirements in this Section 90-10.02B, if, in the Engineer's opinion, the furnishing of the gradation is not necessary for the type or amount of concrete work to be constructed.

90-10.02C Water

- Water used for washing, mixing, and curing shall be free from oil, salts, and other impurities that would discolor or etch the surface or have an adverse affect on the quality of the concrete.

90-10.02D Admixtures

- The use of admixtures shall conform to the provisions in Section 90-4, "Admixtures."

90-10.03 PRODUCTION

• Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice that will result in concrete that is thoroughly and uniformly mixed, that is suitable for the use intended, and that conforms to requirements specified herein. Recognized standards of good practice are outlined in various industry publications such as are issued by American Concrete Institute, AASHTO, or the Department.

• The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."

• The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.

• Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.

• The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.

• The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.

• Each load of ready-mixed concrete shall be accompanied by a weighmaster certificate that shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weighmaster certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.

• A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

90-10.04 CURING MINOR CONCRETE

- Curing minor concrete shall conform to the provisions in Section 90-7, "Curing Concrete."

90-10.05 PROTECTING MINOR CONCRETE

• Protecting minor concrete shall conform to the provisions in Section 90-8, "Protecting Concrete," except the concrete shall be maintained at a temperature of not less than 4°C for 72 hours after placing.

90-10.06 MEASUREMENT AND PAYMENT

• Minor concrete will be measured and paid for in conformance with the provisions specified in the various sections of these specifications covering concrete construction when minor concrete is specified in the specifications, shown on the plans, or indicated by contract item in the Engineer's Estimate.

90-11 MEASUREMENT AND PAYMENT

90-11.01 MEASUREMENT

- Portland cement concrete will be measured in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.
- When it is provided that concrete will be measured at the mixer, the volume in cubic meters shall be computed as the total mass of the batch in kilograms divided by the density of the concrete in kilograms per cubic meter. The total mass of the batch shall be calculated as the sum of all materials, including water, entering the batch. The density of the concrete will be determined in conformance with the requirements in California Test 518.

90-11.02 PAYMENT

- Portland cement concrete will be paid for in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.
- Full compensation for furnishing and incorporating admixtures required by these specifications or the special provisions will be considered as included in the contract prices paid for the concrete involved and no additional compensation will be allowed therefor.
- Should the Engineer order the Contractor to incorporate any admixtures in the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."
- Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them into the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

 - a. Describe the role of the MBE firm in the joint venture. _____
 - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
 - a. Profit and loss sharing.
 - b. Capital contributions, including equipment.
 - c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

(1) Estimating _____

(2). Marketing and sales _____

(3). Hiring and firing of management personnel _____

(4) Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

_____ Name of Firm	_____ Name of Firm
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this

contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;

- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be

paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent)	6.9
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The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	Redding, CA:	
	Non-SMSA Counties	6.8
	CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
175	Eureka, CA	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
176	San Francisco-Oakland-San Jose, CA:	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
	7400 San Jose, CA	19.6
	CA Santa Clara.	
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
177	Sacramento, CA:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo.	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
178	Stockton-Modesto, CA:	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	

		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be 5.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.